Broward Health

Supply Chain Services
1800 NW 49th Street
Fort Lauderdale, FL 33309
t 954.473.7289
BrowardHealth.org

October 21, 2026

Subject: Invitation to Bid (ITB) for Broward Health Imperial Point Roof Repair and Replacement Re-Release (BID NO. 2026-0014) Re-Release

Dear Prospective Bidders,

North Broward Hospital District d/b/a Broward Health ("Broward Health") is seeking bids in response to the above-entitled ITB. The ITB is attached and contains detailed submission instructions. An authorized representative must complete and sign all required forms in their entirety.

All interested bidders should carefully note the due dates, required submissions, and Small Business Enhancements. If there are any questions regarding this ITB, such questions should be addressed in writing via email to the Bids Department at bids@browardhealth.org. No other Broward Health commissioner, officer, employee, agent, or representative should be contacted regarding this ITB. Unless Broward Health issues an addendum to this ITB, no amendments to this ITB or any portion of this ITB will be accepted or binding on Broward Health.

Thank you in advance for your interest in this ITB and doing business with Broward Health.

Sincerely,

Jorge F. Hernandez
VP, Supply Chain Services/Chief Procurement Officer

INVITATION TO BID

FOR

BROWARD HEALTH IMPERIAL POINT ROOF REPAIR AND REPLACEMENT RE-RELEASE

BID NO. 2026-0014

RELEASE DATE:	Wednesday, October 21, 2026
MANDATORY PRE-BIDDERS MEETING:	8:00 A.M. Eastern Time (ET) Monday, November 2, 2026
VENDOR INQUIRIES DUE:	No later than 12:00 P.M. ET, Friday, November 6, 2026
RESPONSES TO VENDOR INQUIRIES:	TBD
BID DUE DATE:	No later than 3:00 P.M. ET, Wednesday, November 18, 2026
PUBLIC OPENING:	9:30 A.M. ET, Thursday, November 19, 2026

1800 N.W. 49th Street
Fort Lauderdale, FL 33309

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Broward Health
Supply Chain Services

1800 N.W. 49th Street
Fort Lauderdale, FL 33309

Section I. ITB Summary Page

The following ITB Summary Page lists relevant dates, required documents, scoring criteria, Small Business Enhancements (if applicable), contact details, and other pertinent information concerning this ITB. This ITB Summary Page should not be used as a substitute for reading the instructions and requirements of this ITB. All Bidders are required to read the instructions in their entirety, submit all mandatory documentation and forms (even if not mentioned on this ITB Summary Page), and be familiar with the ITB process, legal requirements, and all issued addenda. To the extent a particular portion of this ITB Summary Page does not apply to this ITB, such section shall contain an "N/A" designation next to it or be left blank. Any references in the ITB to this ITB Summary Page shall also be a reference to the particular date, requirement, or specification provided in this ITB Summary Page, as amended by applicable addenda.

A. Key Dates

EVENT	DATE & TIME
ITB Release	**Wednesday, October 21, 2026**
Mandatory Pre-Bidders Meeting	**Monday, November 2, 2026, 8:00 A.M. Eastern Time (ET)**
Vendor Inquiry Deadline	**No later than 12:00 P.M. ET, Friday, November 6, 2026**
Responses to Vendor Inquiries	**TBD**
Bid Due Date	**No later than 3:00 P.M. ET, Wednesday, November 18, 2026**
Public Opening	**9:30 A.M. ET, Thursday, November 19, 2026**

B. Pre-Bidders Meeting (Section III.B(2))

- **Pre-Bidders Meeting**: Yes ☒ No ☐
- **Mandatory**: Yes ☒ No ☐
- **Pre-Bidders Meeting Location**: Broward Health Imperial Point 6401 N Federal Hwy, Fort Lauderdale, FL 33308 – Meet in Main Lobby
- **Pre-Bidders Meeting Date and Time**: Designated above under Key Dates. Punctuality is requested as roof can only be accessed by the Broward Health custodian. All essential personnel and/or subcontractors required to prepare quotes should attend.

C. Public Opening Location (Section III.B(6))

Microsoft Teams details will be posted at https://www.browardhealth.org/vendor/current-opportunities.

D. Bid Submissions and Responses (Section VII.)

All Bids shall adhere to the requirements in Section VII.A. (Bidding and Submission Instructions), address all the questions, and provide all the documents and information requested in Section VII.B. (Specific Response Requirements). A complete copy of the entire Bid must be included as one document in PDF format, all file names must begin with the Bidder's name and clearly identify the subject matter of the file, a table of contents must be included, all pages must be numbered, and no more than five files in total should be submitted. Bids must be uploaded to the link below no later than the Bid Due Date described in the Key Dates Section above, as amended by applicable addenda. Submissions that are timestamped after the Bid Due Date's deadline will not be accepted. Please note that uploading documents may take several minutes, so Bidders should plan for any technical issues and not wait until the last minute to submit Bids.

- **Bid Upload Link**:

https://browardhealth.sharefile.com/r-ra1ea6772ad664d879e4e2dbd368a74b1

E. Bid, Performance, and Payment Security (Section III.A(1)(k))

- **Bid Bond**: Yes ☒ No ☐ *If Yes, Bond Amount*: **5% of the total amount of the bid.**
- **Performance Bond**: Yes ☒ No ☐ *If Yes, Bond Amount*: **100% of the amount of the contract.**
- **Payment Bond**: Yes ☒ No ☐ *If Yes, Bond Amount*: **100% of the amount of the contract.**

If the above checkboxes specify that a bid, performance, or payment guaranty is required for this ITB, the surety and Bidder must utilize, complete, and sign the applicable bond form posted on Broward Health's Current Bidding Opportunities and Information Page (located at the URL in the Webpage and Contact Information Section). The guaranty must be obtained, and the Bidder must provide to Broward Health an original bid bond form (if bid bond is required) within 24 hours following the Public Opening, and an original or certified copy of the payment and/or performance bond form (if payment and/or performance bond is required) no later than the commencement of the work as described in greater detail in Section III.A(1)(k) (Bid, Performance, and Payment Security).

Original bonds must be delivered to Broward Health Corporate Office located at 1800 NW 49th Street, Ft Lauderdale, FL 33308. Office hours are Monday thru Friday 8:00AM to 4:30PM. If submitting in person, please inform the security guard upon arrival. The security guard will notify the Bids Department, and a department representative will collect your bond and issue a receipt.

F. Small Business Vendor Enhancements (Section III.A(3)(a))

- **Approved Small Business Pricing Enhancement**: Yes ☒ No ☐
- **Price Tolerance Percentage and Amount**: 5% up to $25,000.

If it is indicated above that a Small Business Pricing Enhancement has been approved for this ITB, then Certified Small Business Vendors may receive a quote price tolerance up to the Price Tolerance Percentage and Amount provided below. For additional details, refer to Section III.A(3)(a) (Enhancements for Small Businesses).

G. Certified Small Business Vendor Subcontracting Requirements (Section IV(26))

- **Certified Small Business Vendor Subcontracting Requirement**: Yes ☐ No ☒
- **Utilization Percentage**: N/A

If the foregoing checkbox indicates a Certified Small Business Vendor Subcontracting Requirement is required for this ITB, then the awarded Bidder, at a minimum, must use Certified Small Business Subcontractors for the Utilization Percentage noted above for the rendering of services and/or provision of goods required under this ITB. For additional details, refer to Section IV(26) (Certified Small Business Vendor Subcontracting Requirements).

H. Term of an Awarded Contract

- **Term of Contract**: The contract term for each awarded segment shall commence upon the issuance of a Notice to Proceed ("NTP") and shall continue until final completion and acceptance of all Work within that segment, including the expiration of all applicable warranty periods. The Contractor shall complete all Work within the time specified in the NTP for each respective Project. Substantial completion shall be achieved when the Work is sufficiently complete in accordance with the contract documents so that Broward Health can occupy and utilize the Work for its intended purpose. Final completion shall occur when all Work has been finished, all required inspections have been passed, all punch list items have been corrected to Broward Health's satisfaction, and all required closeout documents - including but not limited to as-built drawings, operation and maintenance manuals, manufacturer warranties, and lien releases - have been submitted and approved by Broward Health. Warranty periods shall commence upon Broward Health's written acceptance of final completion. All warranty obligations, including manufacturer warranties and Contractor workmanship warranties, shall remain in full force and effect for the duration of the applicable warranty period, which shall survive the expiration or earlier termination of the contract. Time is of the essence with respect to all milestones and deadlines set forth in the contract documents.

Failure to achieve completion within the time specified may subject the Contractor to liquidated damages as set forth in the contract documents.

I. Webpage and Contact Information Section

The following Webpage and Contact Information Section lists the webpages and relevant contact information referenced in this ITB where Bidders can obtain required forms, review important terms and information, and locate contact information for communications concerning this ITB. Any references in this ITB to the Webpage and Contact Information Section shall be a reference to this Section and the applicable webpage and contact information below.

- **Bids Department Email**: bids@browardhealth.org
- **Broward Health's Business and Procurement Code**: https://tinyurl.com/BHProcurementCode
- **Broward Health's Current Bidding Opportunities and Information Page**:

  https://www.browardhealth.org/vendor/current-opportunities
- **Broward Health's Small Business Development Policy**: https://tinyurl.com/SmallBusinessPolicy
- **Broward Health's Small Business Vendor Certification Page**: https://www.browardhealth.org/vendor/small-business-vendor-certification
- **Broward Health's Vendor Registration System**: https://vrs.browardhealth.org/Account/Login.aspx
- **Vendor Relations Contact Information**: (954) 473-7289 or vendorrelations@browardhealth.org

Section II. INTRODUCTION AND PRELIMINARY INFORMATION

A. Introduction to Broward Health

North Broward Hospital District d/b/a Broward Health ("Broward Health"), headquartered in Fort Lauderdale, Florida, is a special tax district and not-for-profit health care delivery system created by the Florida Legislature in 1951 under ch. 27438, Laws of Florida, which was recodified in ch. 2006-347, Laws of Florida, as amended, to provide for the health care needs of the northern two-thirds of Broward County, Florida. Broward Health's Board, the governing body of Broward Health, comprises seven commissioners appointed by the Governor of Florida. While special districts provide specific municipal services in addition to, or in place of, those provided by a municipality or county, the operation and management of Broward Health is independent of such municipal and county governments.

Broward Health is one of the largest public hospital systems in the United States. It operates four hospitals (with approximately 1,600 licensed beds) and over 40 satellite facilities, primary care clinics, and physician offices. With approximately 9,000 employees, Broward Health is one of the largest employers within Broward County, Florida. An overview of Broward Health's acute care hospitals is as follows:

- Broward Health Medical Center, a Level I Trauma Center, is an acute care and statutory teaching facility in Fort Lauderdale, Florida, with 723 licensed beds and includes an 83-bed adult psychiatric unit. In addition, Broward Health Medical Center consists of the Salah Foundation Children's Hospital, a 70-bed Level I Pediatric Trauma Center with a Level I Pediatric Intensive Care Unit and Level III Neonatal Intensive Care Unit.
- Broward Health North, a Level II Trauma Center, is an acute care and statutory teaching facility in Deerfield Beach, Florida, with 409 licensed beds and includes a 30-bed comprehensive medical rehabilitation unit.
- Broward Health Imperial Point is an acute care facility in Fort Lauderdale, Florida, with 204 licensed beds and includes a 47-bed adult psychiatric unit.
- Broward Health Coral Springs is an acute care facility in Coral Springs, Florida, with 250 licensed beds and includes a ten-bed neonatal intensive care unit.

As a large healthcare system operating 24-hour acute care facilities, Broward Health continuously requires a wide range of goods and services to support its operations. To ensure the highest quality and best value, Broward Health regularly issues competitive solicitations, seeking best value procurement solutions that meet its operational and patient care needs efficiently and cost-effectively. Through this process, Broward Health remains committed to transparency, fairness, and obtaining the best possible solutions for its facilities and the communities it serves. Bidders interested in doing business with Broward Health and wishing to submit a Bid to provide Broward Health with the goods and/or services requested under this ITB should submit such sealed Bids by the deadline noted in the ITB Summary Page, as amended by applicable addenda, and in accordance with the instructions contained herein.

B. Overview of this Bid Document

This ITB is separated into different sections to assist Bidders who wish to submit Bids in response to this ITB. Bidders must familiarize themselves with the ITB process and this particular ITB's requirements. The sections are as follows:

- Section I. (ITB Summary Page): This Section contains pertinent information, including, without limitation, important dates, deadlines, scoring, bonding requirements, Small Business Enhancements (as applicable), Certified Small Business Vendor Subcontracting Requirements (as applicable), relevant contact information, and references to the webpages where Bidders can obtain required forms, information, and other terms and conditions applicable to Bidders.
- Section II. (Introduction and Preliminary Information): This Section provides a brief overview of Broward Health, this ITB, and definitions applicable to this ITB.
- Section III. (Information Concerning the ITB Process): This Section consists of the general rules applicable to all of Broward Health's competitive solicitations and an outline of the ITB process.
- Section IV. (Broward Health's General Terms and Conditions): This Section includes the terms and conditions applicable to all of Broward Health's contracts and those vendors doing business with Broward Health.
- Section V. (Scope of Work): This Section covers the Scope of Work applicable to this ITB, for which Broward Health is soliciting Bids from Responsible and Responsive Bidders.
- Section VI. (Minimum Requirements): This Section comprises the minimum eligibility requirements for Bidders as applicable to this ITB's Scope of Work.
- Section VII. (Bid Submission and Response Requirements): This Section provides relevant instructions for submitting Bids and lists the specific questions to be answered, as well as documents, responses, forms, and other information that all Bidders must provide to enable Broward Health to assess the responsibility and responsiveness of Bidders.

C. Glossary of Terms

For purposes of this ITB, the terms and acronyms below shall have the following meanings ascribed to them wherever they appear in this ITB, regardless of whether they are capitalized, unless (a) the context in which they are used clearly requires a different meaning, or (b) a different definition is prescribed for a particular section of this ITB. Words not defined shall be given their common and ordinary meaning unless the context in which they are used requires otherwise. When the context requires, the gender of all words and acronyms includes the masculine, feminine, and neuter, the number of all words and acronyms includes the singular and plural, and, when appropriate, the form of a word includes the past, present, and future participle or gerund.

(1) "**Agreement**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(2) "**Authorized Representative**" shall have the meaning ascribed to such term in Section VII.B(1)(a) (Authorized Representative).

(3) "**Bid**" means a Bidder's bid, proposal, or reply submitted in response to this ITB.

(4) "**Bid Due Date**" means the date and time deadline when the Bids are due in response to this ITB as delineated in the ITB Summary Page.

(5) "**Bid Form Packet**" means the collection of forms outlined in Section VII.B(7) (Submission of Forms) that must be submitted with all Bids, all of which are located at Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(6) "**Bid Response Form**" shall mean the form included as part of this ITB that Bidders are required to utilize when submitting their pricing proposals, as described in Section VII.B(3) (Pricing Proposal).

(7) "**Bidder**" means those vendors, persons, or entities submitting a Bid to provide Broward Health with the goods and/or services requested under this ITB.

(8) "**Bids Department**" means the division of Broward Health's Supply Chain Services that is responsible for the administration and supervision of Broward Health's competitive solicitations.

(9) "**Broward Health**" means the fictitious name of the North Broward Hospital District, a special tax district established by the Florida legislature under ch. 2006-347, Laws of Florida, as amended, to provide for the health care needs of the residents of the northern 2/3 of Broward County, Florida.

(10) "**Broward Health's Board**" means the Board of Commissioners of the North Broward Hospital District, the governing body of Broward Health.

(11) "**Broward Health's Business and Procurement Code**" means Broward Health's Business and Procurement Code and the Business and Procurement Code Policy Appendix (located at the link provided in the Webpage and Contact Information Section) established by Broward Health's Board on October 23, 2024, via Resolution FY25-05 (A Resolution of the North Broward Hospital District Adopting an Amended and Restated Business and Procurement Code and Policies; Providing for Exemptions and Waivers), as amended from time to time, which governs and creates Broward Health's processes for procuring commodities and services.

(12) "**Broward Health's Chief Financial Officer**" means the Chief Financial Officer of Broward Health, who is responsible for overseeing all of Broward Health's finances.

(13) "**Broward Health's Vendor Registration System**" means the vendor registration database (located at the link provided in the Webpage and Contact Information Section) where current and prospective vendors and Bidders must register prior to conducting business with Broward Health.

(14) "**Certification Partner**" means those government and non-governmental national and local organizations and certifying entities approved and recognized by Broward Health's Office of Economic and Small Business Development for the certification of businesses that qualify as meeting the criteria to be deemed a Certified Small Business Vendor.

(15) "**Certified Small Business Vendor Subcontracting Participation Percentage**" shall have the meaning ascribed to such term in Section IV(26)(e) (Liquidated Damages).

(16) "**Certified Small Business Vendor Subcontracting Requirements**" means, as applicable, requirements of a Contractor to utilize a certain percentage of Certified Small Business Subcontractors for subcontracting work under a contract awarded pursuant to this ITB, as described in greater detail in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements).

(17) "**Certified Small Business Subcontractor**" means subcontractors who are Certified Small Business Vendors.

(18) "**Certified Small Business Vendor**" means those vendors recognized as meeting the criteria established by Broward Health to be qualified as a local or small business enterprise and certified as such by Broward Health or a Certification Partner.

(19) "**Chief Procurement Officer**" means the chief procurement and purchasing agent of Broward Health, who is responsible for Broward Health's procurements and interpreting and administering Broward Health's Business and Procurement Code.

(20) "**Collusive Bidding**" means an agreement among two or more Bidders to work together to gain an unfair market advantage, to engage in market manipulation, restraint of trade, or bid rigging, or to otherwise engage in any other conduct or conspiracy that violates or implicates the Sherman

Antitrust Act or Clayton Antitrust Act, both as codified in 15 U.S.C. § 1, *et seq.*, or any other federal or state law governing free market competition.

(21) "**Cone of Silence**" shall have the meaning ascribed to such term in Section III.A(1)(d) (Cone of Silence).

(22) "**Contractor**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(23) "**Disputed Sections**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(24) "**Evaluation Committee**" means a committee of one or more officers, employees, agents, and contractors of Broward Health approved by the Chief Procurement Officer or designee and organized for reviewing and evaluating Bids submitted in response to this ITB.

(25) "**Federal Anti-Kickback Statute**" means Sections 1128A and 1128B of the Social Security Act as codified in 42 U.S.C. §§ 1320a-7a and 1320a-7b and the subsequent acts pertaining to federal fraud and abuse of federal health care programs, as well as all of the related and implementing regulations thereto.

(26) "**Finance Representative**" means one or more representatives selected from Broward Health's Finance Department to review the submitted documentation concerning the Bidders' financial stability.

(27) "**Florida's Public Records Law**" means ch. 119, Florida Statutes, art. I, s. 24, Fla. Const., and other applicable laws in Florida establishing a public right of access to records of state and local governments.

(28) "**ITB**" means this Invitation to Bid, whereby a contract will be awarded to one or more Responsive and Responsible Bidders that submit the lowest Responsive Bid.

(29) "**ITB Summary Page**" means Section I. (ITB Summary Page) of this ITB, which contains pertinent information including, without limitation, important dates, deadlines, scoring, and any applicable Small Business Enhancements and Certified Small Business Vendor Subcontracting Requirements.

(30) "**Non-Compliant Materials**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(31) "**Non-Compliant Percentage**" shall have the meaning ascribed to such term in Section IV(26)(e) (Liquidated Damages).

(32) "**Party**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(33) "**Pre-Bidders Meeting**" means a mandatory or optional meeting or site visit held for prospective Bidders to discuss, receive, and review information concerning the Scope of Work of the ITB.

(34) "**Protest**" shall have the meaning ascribed to such term in Section III.A(1)(t) (ITB Protests and Disputes – Administrative Remedy).

(35) "**Public Opening**" means the public meeting occurring on the date and time delineated in the ITB Summary Page where all of the submitted Bids will be opened as described in greater detail in Section III.B(6) (Public Opening).

(36) "**Redacted Materials**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(37) "**Related Bidders**" means Bidders or the principals thereof which have a direct or indirect ownership interest in another Bidder submitting a Bid in the same competitive solicitation or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder submitting a Bid in the same competitive solicitation.

(38) "**Responsible Bidder**" means a Bidder that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance of such Bidder's obligations under an awarded contract.

(39) "**Responsive Bid**" means a Bid submitted by a Bidder that conforms in all material respects to this ITB solicitation.

(40) "**Responsive Bidder**" means a Bidder that has submitted a Responsive Bid to this ITB solicitation.

(41) "**Small Business Enhancements**" means applicable strategies designed by Broward Health intended to increase procurement opportunities for Certified Small Business Vendors.

(42) "**Small Business Pricing Enhancement**" means a type of Small Business Enhancement that applies a quote price tolerance to the pricing proposals submitted by Certified Small Business Vendors, as provided in greater detail in Section III.A(3)(a) (Enhancements for Small Businesses).

(43) "**Stark Law**" means the federal Ethics in Patient Referrals Act of 1989, promulgated at 42 U.S.C. § 1395nn, and its implementing and related regulations.

(44) "**Webpage and Contact Information Section**" means Section . of the ITB Summary Page (Webpage and Contact Information Section) of this ITB where important contact information and important links to webpages applicable to this ITB may be found.

Section III. INFORMATION CONCERNING THE ITB PROCESS

A. Rules Governing this ITB

(1) **General Provisions Governing this ITB**. The following provisions shall govern this ITB and be binding on all Bidders who wish to respond and submit a Bid pursuant to this bid solicitation. Any questions or concerns pertaining to this ITB, including, without limitation, the submission of Bids, the ITB process, or the deliverables being requested may only be directed via email to the Bids Department Email provided in the Webpage and Contact Information Section. All questions or concerns regarding the Scope of Work may only be directed to the foregoing email address and must be submitted on or before the Vendor Inquiry Deadline as set forth on the ITB Summary Page, as amended by applicable addenda.

(a) ***Who May and May Not Respond to this Bid Solicitation***. Responsible Bidders authorized to transact business in Florida and that possess the financial capability, experience, resources, and applicable personnel described in this ITB are invited to submit Bids. Those vendors who may not respond to this ITB are those vendors that (a) are not Responsible Bidders; (b) were disqualified from submitting bids, contracting, or conducting business with Broward Health; (c) are on the Convicted Vendor List created pursuant to § 287.133, Florida Statutes; (d) are engaged in the boycott of Israel or listed on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes; (e) are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to § 215.473, Florida Statutes; (f) unless otherwise authorized under federal or state law, are engaged in business operations in Cuba or Syria; (g) are a "foreign country of concern" as defined in § 287.138, Florida Statutes; (h) are on the List of Excluded Individuals/Entities

maintained by the U.S. Department of Health and Human Services, Office of Inspector General; (i) are on the U.S. General Services Administration's System for Award Management Federal Excluded Parties List; or (j) that are otherwise prohibited from bidding on, submitting a proposal for, or entering into or renewing a contract with any public entity under federal, state, or local law or Broward Health's Policies and Procedures. When making determinations of responsibility, Broward Health may request additional information from any Bidder on matters that may affect a Bidder's responsibility. The failure of a Bidder to provide information requested by Broward Health may result in a determination of non-responsibility.

(b) ***Standards for Bidding***. Broward Health will only consider Responsible and Responsive Bidders for the award of a contract under this ITB. When determining the responsiveness of a Bid and the responsibility of a Bidder, the following criteria shall be considered by Broward Health when applicable: the ability, capacity and skill of the Bidder to perform under the contract as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; the quality of the Bidder's past performance with Broward Health and other federal, state, and local government entities; Broward Health's experience with the Bidder on past engagements or contracts including Broward Health's interactions with the Bidder or the Bidder's personnel; the Bidder's compliance with applicable laws and ordinances including Broward Health's Policies and Procedures; the sufficiency of the Bidder's financial resources; the availability, quality, and adaptability of the Bidder's supplies or services to the needs of Broward Health and its required uses; the ability of the Bidder to provide future maintenance, service, or parts; and the number, scope of conditions, and other criteria outlined in this competitive solicitation or any subsequent issued addenda.

(c) ***Bidder Responsibilities***. All Responsible Bidders who wish to submit Bids must carefully read this entire ITB, all attachments, and any addenda before submitting a Bid. It is the responsibility of all Bidders to read and comply with all instructions, submit questions and inquiries by the Vendor Inquiry Deadline (as noted in the ITB Summary Page), submit Bids to the proper electronic file repository via the applicable link provided in Section D. of the ITB Summary Page (Bid Submissions and Responses), and to otherwise comply with all terms and conditions of this ITB to be deemed a Responsive Bidder and to be considered for a contract award. Prospective Bidders who fail to adhere to the foregoing timelines, instructions, and terms of this ITB may be deemed by Broward Health, at its sole and absolute discretion, as non-Responsive Bidders. Further, it is the responsibility of Bidders to raise concerns or identify any discrepancies in this ITB or the specifications herein by the Vendor Inquiry Deadline. The failure of a Bidder to raise such concerns or identify a discrepancy by the Vendor Inquiry Deadline shall be deemed a waiver of any later objections or concerns and shall constitute approval of this ITB.

(d) ***Cone of Silence***. To ensure fair consideration for all Bidders, and except as otherwise provided for herein, communications concerning this ITB are prohibited with any member of Broward Health's Board, the Evaluation Committee, or any other Broward Health department, division, officer, employee, official, or agent prior to the time an intended decision to award a contract under this ITB has been made ("Cone of Silence"). Any communication between a Bidder and Broward Health to obtain information or clarification needed to develop a proper and accurate evaluation of the ITB shall be subject to the specific requirements of this ITB and shall always be directed to the Bids Department Email,

as denoted in the Webpage and Contact Information Section. Any improper communications between a Bidder and any Evaluation Committee member, Broward Health Board member, or other Broward Health department, division, officer, employee, official, or agent regarding this ITB may be grounds for disqualifying the offending Bidder from consideration for an award of a contract and may result in suspension or debarment, as provided in greater detail below in Section III.A(1)(g) (Ethics, Integrity, Suspension and Debarment). Such decision to disqualify or prohibit Bidders from consideration for an award under this ITB or future engagements shall be in Broward Health's sole and absolute discretion.

(e) ***Agreement to Terms and Conditions***. A Bidder's submission of a Bid in response to this ITB shall constitute the Bidder's representation to Broward Health that the Bidder is familiar with, agrees to, and will comply with Broward Health's Business and Procurement Code and the contents, terms, and conditions contained in this ITB. Further, a Bidder awarded a contract pursuant to this ITB agrees to and shall be bound by the terms and conditions outlined in Section IV. (Broward Health's General Terms and Conditions) without modification or exception. Accordingly, Bidders are cautioned and encouraged to carefully examine all the terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to this ITB. A Bidder's failure to examine all pertinent information and documents shall not entitle a Bidder to any relief from any conditions imposed, including those imposed in the final awarded contract. Bidders should be aware that the submission of a Bid with any redlines, markups, or changes to the terms of this ITB may result in the rejection of the Bidder's Bid and such Bidder may be deemed non-responsive. Further, any Bid submitted with redlines, markups, or changes to any terms of this ITB, whether in whole or part, shall not be binding on Broward Health and are null and void and without any force and effect, unless otherwise explicitly agreed to by Broward Health in writing with an explicit reference to any approved changes.

(f) ***Broward Health's Business and Procurement Code***. This ITB and any Bidders responding to this ITB are subject to the terms and conditions of Broward Health's Business and Procurement Code. Accordingly, Bidders must review and familiarize themselves with Broward Health's Business and Procurement Code, the terms and conditions governing the submission of any bids pursuant to this ITB, the terms and conditions of doing business with Broward Health, any the procedures for raising disputes related to this ITB. Broward Health's Business and Procurement Code may be found at the URL provided in the Webpage and Contact Information Section.

(g) ***Ethics, Integrity, Suspension and Debarment***. Broward Health holds its employees and vendors to a high standard of ethical and professional conduct. All Bidders and current vendors are required to adhere to applicable law, Broward Health's Code of Conduct, and the Code of Ethics, Integrity, and Professional Conduct delineated in Section IV. of Broward Health's Business and Procurement Code (located in the Webpage and Contact Information Section). Any vendors that violate applicable law, Broward Health's Code of Conduct, and the Code of Ethics, Integrity, and Professional Conduct (including the Cone of Silence and engaging in Collusive Bidding practices) may, at the discretion of Broward Health's Chief Procurement Officer and in Broward Health's best interest, be precluded from bidding on this ITB, from participating in future bid opportunities, or may be suspended or debarred from engaging in any business relationships with Broward Health pursuant to the procedures provided in Broward Health's Suspension, Debarment, and Ineligibility Policy

located at Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(h) ***Collusive Bidding***. Engaging in Collusive Bidding in competitive solicitations at Broward Health is prohibited. Bidders that engage in Collusive Bidding practices may be subject to suspension or debarment from Broward Health's procurement opportunities, including participation in competitive solicitations or conducting business with Broward Health as a contractor or subcontractor. All determinations regarding Collusive Bidding and the current or future participation of Bidders suspected of engaging in such Collusive Bidding practices shall be determined by and the responsibility of the Chief Procurement Officer. Where two or more Related Bidders submit bids, proposals, or replies pursuant to a competitive solicitation, such bids, proposals, or replies shall be presumed Collusive Bids, and the Related Bidders' bids, proposals, or replies may be rejected. The foregoing presumption may be rebutted by credible evidence from all the Related Bidders that show independence and pro-competitive conduct, and such evidence may include, without limitation, documentation, attestations, or affidavits as to each Related Bidder's independence, the extent of ownership, control, and management of the Related Bidders' business entities, and other such credible evidence pertaining to the preparation and submittal of the Related Bidders' bids, proposals, or replies.

(i) ***Invitation to Negotiate***. The issuance of this ITB constitutes only an invitation to submit a Bid to Broward Health and, unless otherwise noted in Section III.A(4) (Special Conditions and Requirements Applicable to this Particular ITB), for the awarded Bidder to negotiate the terms of a contract with Broward Health. There is no obligation on the part of Broward Health to award a contract to the lowest priced Bidder that Broward Health deems a non-Responsible Bidder, and Broward Health shall, and reserves the right to, award a contract to the lowest-priced (following the application of any applicable Small Business Enhancements) Responsible and Responsive Bidder with a resulting negotiated agreement which is most advantageous and in the best interest of Broward Health. Further, Broward Health reserves the right to determine, at its sole discretion, whether any aspect of a Bidder's Bid satisfies the criteria established in this ITB.

(j) ***Disclaimer***. The issuance of this ITB and the receipt of information in response to this ITB shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Bidder for any costs, losses, or expenses incurred by a Bidder in connection with submitting a Bid or otherwise, including, without limitation, any expenses a Bidder incurs prior to a fully executed contract between the awarded Bidder and Broward Health. Broward Health further reserves the right to use the information contained in any Bid in any manner Broward Health deems appropriate.

(k) ***Bid, Performance, and Payment Security***. In accordance with Broward Health's Business and Procurement Code, the Chief Procurement Officer may require Bidders responding to any competitive solicitation to post bid, payment, and/or performance bond security. To the extent that any bid bond, performance bond, or payment bond is required as part of this competitive solicitation, such requirement shall be denoted in the ITB Summary Page, as amended by any applicable addenda. When bid bond security is required, the Bidder shall provide a copy of the bid bond form with its Bid and shall provide the original form of the bid bond security to Broward Health no later than 24 hours following the Public Opening to ensure that such Bidders will honor the terms of their Bid. When payment bond

and/or performance bond is required, the Bidder shall provide an original or certified copy to Broward Health prior to commencing the work. If any bonds are required, Bidders shall have the issuing surety complete the applicable bond form (signed by the surety and the Bidder) posted on Broward Health's Current Bidding Opportunities and Information Page at the URL provided in the Webpage and Contact Information Section.

(l) ***General Description***. Broward Health understands that the supplies, products, equipment, software, or services requested in this ITB may vary from company to company in terms of technique and material. All specifications outlined this ITB are to be considered and construed as a general description of the function, purpose, and performance of the items desired. Any quantity, measure, size, or specification of items are estimates of Broward Health's requirements and Broward Health's purchase of such items may differ from what is requested in the specifications. Any use of brand names or catalog numbers in the specifications is intended only to describe the product type and, unless this ITB explicitly provides otherwise, not to restrict bids, proposals, or replies to any particular product. Unless this ITB expressly states that it is for specified items, a Bid may still be accepted for consideration where items offered by the Bidder are substantially equivalent in quality, purpose, and standards, even though such items do not correspond precisely to the description in the specifications. Where differences exist, the Bidder, in an exhibit or attachment to the Bidder's Bid, shall separately identify, with a specific and concise explanation of, what differences exist and why such differences do not substantially deviate from the quality, purpose, and standards of the items specified in the ITB. Further data on such differences shall be provided if requested by Broward Health. Any discrepancies regarding the equivalency of items offered and the responsiveness of Bidders shall be resolved by Broward Health at its sole and absolute discretion.

(m) ***Non-Mandatory & Discretionary***. No provision in the ITB is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health under Florida law or Broward Health's Business and Procurement Code. Broward Health reserves the right to waive or modify at any time prior to the acceptance of a Bid any ITB procedure or requirement that is not made mandatory under Florida law or Broward Health's Business and Procurement Code.

(n) ***Modifications and Waiving Irregularities***. Broward Health reserves the right, at its sole and absolute discretion, to change any of the terms and conditions of this ITB at any time via an issued addendum. Broward Health further reserves the right to waive any minor formalities or irregularities in the ITB process.

(o) ***Non-Conformance, Rejections, Withdrawals, and Cancellations***. Broward Health reserves the right at its sole and absolute discretion to accept or reject, in whole or in part, for any reason whatsoever, any or all Bids submitted. Bids that are not submitted on time, do not conform to Broward Health's requirements or the requirements of this specific ITB, or Bids that are submitted incorrectly or uploaded to the incorrect file repository may not be considered. The burden is on the Bidders responding to this ITB to ensure that such Bidders meet the applicable deadlines and conform to the requirements and directions of this ITB. Broward Health also reserves the right, at its sole and absolute discretion, to reject all bids or withdraw, postpone, or cancel this ITB at any time, including after an award is made and contract negotiations have begun. Broward Health further reserves the right to re-advertise and reissue this ITB, which may or may not be modified to meet the current needs of Broward Health.

(p) ***Minimal Bids and Extensions***. Broward Health reserves the right, at its sole and absolute discretion, to award a contract to a sole Responsible and Responsive Bidder for competitive solicitations that receive only one bid, proposal, or reply. Further, Broward Health reserves the right, at its sole and absolute discretion, to proceed forward with the ITB process or extend the Bid Due Date for any length of time to seek additional bids, proposals, or replies for any competitive solicitation that receives fewer than three bids, proposals, or replies by the Bid Due Date and at any time prior to the Public Opening.

(q) ***Requests for Information, Documents, and Clarification***. Broward Health reserves the right at any time to request additional clarifying information and documents from Bidders after Bids are opened, but before awarding a contract to any Bidder as may be determined necessary at Broward Health's sole and absolute discretion to assist in the evaluation of any timely submitted Bids. Those Bidders refusing to submit such documents may be deemed as not-responsive and/or not-responsible.

(r) ***Site Visits and Presentations***. Broward Health reserves the right to conduct site visits to a Bidder's business locations and may request that a Bidder participate in live or online presentations. The selection of a Bidder may be based in whole or in part upon the result of site visits or live or online presentations.

(s) ***ITB Awards***. Broward Health reserves the right, as Broward Health deems to be in the best interests of Broward Health, to award the contract under this ITB to one or more Bidders based on a complete Bid, any portion of a Bid, or any particular items of a Bid.

(t) ***ITB Protests and Disputes – Administrative Remedy***. Bidders wishing to dispute the terms and conditions of an ITB, an addendum to this ITB, or to challenge a contract award under this ITB (a "Protest") must timely Protest, have standing to Protest, post the required Protest bond, and adhere to the procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code (located at the URL provided in the Webpage and Contact Information Section). Adherence to the timeline, standing, bonding, and procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code are preconditions to the consideration of any Protest, and the initiation and filing of a written Protest and subsequent appeal, and the obtaining of a decision from the Chief Procurement Officer and Broward Health's Chief Financial Officer (or their respective designees) thereon as provided in Section V.D.17 of Broward Health's Business and Procurement Code shall be an administrative remedy to be satisfied as a condition precedent to the initiation and filing of any civil action against Broward Health concerning the action or intended action of Broward Health under this ITB. The failure to submit a timely Protest, post the required bond, include the required components of the Protest, or otherwise adhere to the procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code shall constitute a waiver of any and all Protest rights under this ITB unless otherwise waived by the Chief Procurement Officer at the Chief Procurement Officer's discretion for good cause.

(u) ***Florida Law***. This ITB shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. To the extent of any inconsistency between the requirements of this ITB and those provisions of Florida law applicable to Broward Health, such Florida law shall control as if fully set forth herein.

(v) ***Headings and Severability***. The headings contained in this ITB are for reference purposes only and shall not in any way affect the meaning or interpretation of this ITB. When the

context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. If any provision of this ITB is deemed to be invalid or unenforceable, the remainder of the terms of this ITB shall be valid and enforceable.

(w) ***Handwritten and Digital Signatures***. Any forms and documents required to be submitted and signed in response to this ITB may be done (i) through a digital signature; (ii) by submission of an original signature that has been reproduced by electronic means (such as on electronically transmitted or photocopied documents); (iii) by use of an electronic signature indicator using the "/s/," "s/," or "/s" [name] format; (iv) by use of any third-party electronic signature capture service providers, or (v) any other generally accepted form or format consistent with federal and state law. By submitting a Bid under this ITB, the Bidder understands and agrees that any form or document submitted electronically in one of the foregoing manners is intended to authenticate and bind, and shall bind, the Bidder and have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. The Bidder understands and agrees that Broward Health shall rely on the Bidder's electronic signature, and the Bidder hereby waives any defenses to the enforcement or binding effect of any such electronic signatures.

(x) ***Fraudulent Submissions and Material Misrepresentations***. The written submission of any false, fraudulent, or misleading information or material misrepresentations to Broward Health in response to this ITB may constitute a false official statement under Florida law which is a misdemeanor of the second degree as provided in § 837.06, Florida Statutes, and may also constitute a "public entity crime" as defined under § 287.133(1)(g), Florida Statutes, which may result in exclusion from public bidding and contracting pursuant to the provisions of § 287.133, Florida Statutes. Accordingly, all statements, representations, promises, and information submitted in response to this ITB must be accurate and truthful, and the submission of a Bid shall serve as all responding Bidders' certification of the truthfulness and accurateness of the representations submitted to Broward Health.

(2) **Compliance and Legal Related Matters**. Broward Health, as a government entity and health care provider, is subject to substantial regulations pertaining to its contracting and its purchase of goods and services. Accordingly, consistent with federal and state law and Broward Health's Policies and Procedures, the following compliance and legal-related provisions shall govern this ITB.

(a) ***Health Care Fraud and Abuse***. By submitting its Bid, the Bidder is certifying compliance with federal and state laws governing fraud and abuse of health care programs, including, without limitation, the Federal Anti-Kickback Statute and the Stark Law. Unless otherwise permitted under federal law, the award of any contract under this ITB is not and shall not be conditioned on or otherwise take into account the volume or value of any referrals or other business generated between a Bidder and Broward Health for which payment may be made in whole or in part by a federal health care program. Further, by submitting a Bid to this ITB, the Bidder is certifying that the Bidder has not been and is not under any investigation or otherwise aware of circumstances that could reasonably be expected to result in the Bidder being excluded, debarred, suspended, or otherwise rendered ineligible to participate in any federal or state health care programs (including Medicare and Medicaid).

(b) ***Social, Political, or Ideological Interests in Government Contracting***. In accordance with § 287.05701, Florida Statutes, an awarding body may not request documentation or consider a vendor's social, political, or ideological interests when determining if the Bidder is a Responsible Bidder, and an awarding body may not give preference to a Bidder based on such social, political, or ideological interests. Accordingly, any contract award under this ITB shall not be based on any such social, political, or ideological interests, and Broward Health shall not require any Bidder to provide any documentation concerning any such social, political, or ideological interests.

(c) ***No Benefit to Broward Health Employees and Officers***. Consistent with § 112.313, Florida Statutes, and Broward Health's Policies and Procedures, and unless otherwise permitted under Florida law, no Broward Health employee or officer may have any ownership or monetary interest in, share in the benefits of, or be a part of any contract, either directly or indirectly, concerning this ITB. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise as a result of entering into any contract related to this ITB.

(d) ***Conflict of Interest and Ownership Disclosure***. There shall be no dealings between any Bidder and Broward Health that might be construed as a conflict of interest. All Bidders shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest. Broward Health has adopted, implemented, and codified its Conflict-of-Interest Policy within its General Administrative Policy Manual, Policy No. GA-001-015. As such, by submitting a Bid to this ITB, all Bidders acknowledge and agree to read and abide by Broward Health's Conflict of Interest Policy, a copy of which is posted on the Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section and is incorporated herein by reference. Furthermore, all Bidders shall complete Broward Health's Conflict of Interest and Disclosure Questionnaires along with Broward Health's Disclosure for Physician Ownership and Financial Arrangements Questionnaire (available in Broward Health's Vendor Registration System under the "Ownership & Affiliation" tab) as part of its Bid and such Questionnaires and Disclosure Forms are hereby incorporated herein by reference.

(e) ***Public Entity Crimes***. Section 287.133(2)(a), Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list created by the Florida Department of Management Services pursuant to § 287.133(3)(d), Florida Statutes. Each Bidder shall submit and include with its Bid the Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies form, which is included in the Bid Form Packet and incorporated herein by reference, certifying that the Bidder has not been placed on the convicted vendor list within the last 36 months.

(f) ***Scrutinized Companies***. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Broward Health may waive the foregoing prohibitions if the company meets the conditions provided under § 287.135(4)(a), Florida Statutes, or if Broward Health makes a public finding that, absent such an exemption, Broward Health would be unable to obtain the goods or services for which this ITB is offered. Accordingly, and consistent with the requirements of § 287.135(5), Florida Statutes, each Bidder shall certify and submit with its Bid the Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies form, which is included in the Bid Form Packet and incorporated herein by reference, that the Bidder has not been placed on any of the foregoing lists and is authorized to submit a Bid in response to this ITB and, if awarded, enter into a contract to provide the goods or services for which this ITB is offered.

(g) ***Foreign Countries of Concern***. Section 287.138(4), Florida Statutes, prohibits a governmental entity from accepting a bid on, a proposal for, or a reply to, or entering into a contract with an entity that would grant the entity access to an individual's personal information, as defined in § 501.171(1)(g), Florida Statutes, unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in § 287.138(1)(c), Florida Statutes; (2) the government of a foreign country of concern does not have a controlling interest in the entity; and (3) the entity is not organized under the laws of or have its principal place of business in a foreign country of concern. Accordingly, the Bidder with its Bid shall, consistent with the requirements of § 287.138(4), Florida Statutes, and Fla. Admin. Code R. 60A-1.020, submit the Foreign Country of Concern Attestation Form (PUR 1355), which is included in the Bid Form Packet and incorporated herein by reference, attesting to the foregoing.

(3) **Preferences and Enhancements Under Florida Law and Broward Health Policy**. In certain circumstances, Broward Health, as a government entity, is required under Florida law to give preference to certain Bidders. Likewise, as a special tax district, Broward Health's Board has established Broward Health's Economic and Small Business Development Initiative, which may provide certain Small Business Enhancements to Certified Small Business Vendors. To the extent that a Bidder qualifies for one or more of the below-described preferences or enhancements, the Bidder must provide Broward Health with documented proof that the Bidder meets the requirements prescribed by statute or Broward Health's Policies and Procedures. Accordingly, the following preferences and enhancements may apply to this ITB.

(a) ***Enhancements for Small Businesses***. Broward Health is committed to encouraging the economic growth and development of small businesses and ensuring the participation of Certified Small Business Vendors in its procurement of goods and services. Such

commitment is demonstrated through certain Small Business Enhancements consistent with Broward Health's Board's Economic and Small Business Development Initiative as reflected in Broward Health's Business and Procurement Code and Broward Health's Small Business Development Policy, both of which can be found at the URLs provided in the Webpage and Contact Information Section. To the extent a Small Business Pricing Enhancement is applicable to this ITB, as determined in Broward Health's sole discretion consistent with Broward Health's Small Business Development Policy, it shall be so designated in the ITB Summary Page, as amended by applicable addenda. When applicable, such Small Business Pricing Enhancements may consist of a quote price tolerance of up to the Price Tolerance Percentage and Amount provided in the ITB Summary Page being awarded to Bidders deemed Certified Small Business Vendors by Broward Health or one of its recognized Certification Partners. When such a quote price tolerance is applied, the pricing proposals submitted by Certified Small Business Vendors will be considered a certain percentage or amount lower (up to the Price Tolerance Percentage and Amount), which may result in a more advantageous ranking of such Certified Small Business Vendors. To be eligible for Small Business Pricing Enhancements, if applicable, Certified Small Business Vendors must submit a copy of their certification with their Bid evidencing their status from Broward Health or one of its recognized Certification Partners. The current list of Certification Partners can be found at Broward Health's Small Business Vendor Certification Page provided in the Webpage and Contact Information Section.

(b) ***Preference to Florida Businesses***. Pursuant to § 287.084, Florida Statutes, purchases of personal property made through competitive solicitation where the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then a preference shall be awarded to the lowest responsible and responsive vendor having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in Florida shall be five percent. To the extent that this ITB is a solicitation for personal property, § 287.084(2), Florida Statutes, requires all Bidders whose principal place of business is located outside of Florida accompany their written Bid with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Consistent with § 287.084, Florida Statutes, each Bidder shall submit the Attestation of Principal Place of Business and Written Legal Opinion under § 287.084 of the Florida Statutes, which is included in the Bid Form Packet and incorporated herein by reference, with such Bidder's Bid. More information regarding the Bid Form Packet and all forms to be submitted, along with other applicable instructions, are delineated in Section VII.B(7) (Submission of Forms) of this ITB.

(c) ***Preference to Businesses with Drug-Free Workplace Programs***. Pursuant to § 287.087, Florida Statutes, whenever two or more bids, proposals, or replies are received for the procurement of commodities or contractual services that are equal in price, quality, and

service, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Each Bidder, with its Bid, shall submit the Tie-Breaker Eligibility Certification Form, included as part of the Bid Form Packet, indicating whether or not the Bidder has implemented a drug-free workplace program consistent with § 287.087, Florida Statutes.

(d) ***Preference to Commodities Manufactured, Grown, or Produced in Florida***. Consistent with § 287.082, Florida Statutes, whenever two or more competitive sealed bids are received, one or more of which relates to commodities (as defined in § 287.012(5), Florida Statutes) manufactured, grown, or produced within Florida, and whenever all things stated in such received bids are equal in price, quality, and service, the commodities manufactured, grown, or produced within Florida shall be given preference. Each Bidder, with its Bid, shall submit the Tie-Breaker Eligibility Certification Form, included as part of the Bid Form Packet, indicating whether or not commodities to be provided to Broward Health under this competitive solicitation are manufactured, grown, or produced in Florida in accordance with § 287.082, Florida Statutes.

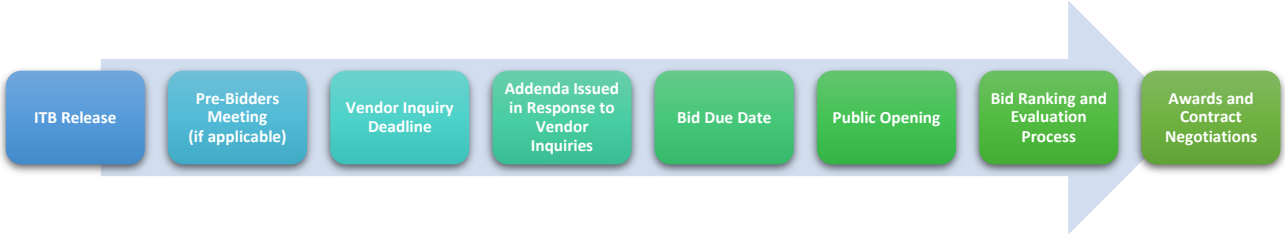
(e) ***Preference to State Printing***. In accordance with § 283.35, Florida Statutes, Broward Health, when awarding a contract for printing services, shall grant a preference to the lowest Responsible and Responsive Bidder having a principal place of business within Florida. The preference shall be five percent if the lowest bid is submitted by a Bidder whose principal place of business is located outside Florida and if the printing can be performed in Florida at a level of quality comparable to that obtainable from the Bidder submitting the lowest bid located outside of Florida.

(4) **Special Conditions and Requirements Applicable to this Particular ITB**. From time to time, certain ITBs have conditions or requirements which are specifically applicable to the particular ITB. To the extent that this ITB contains specific conditions applicable to this solicitation, it shall be delineated below; otherwise, this Section may be disregarded. If any special conditions are provided below, such conditions shall supersede and control over any other conflicting conditions in this ITB.

(a) N/A.

B. The ITB Process

The ITB process consists of several stages. This Section describes the stages of the ITB process, which are as follows:



(1) **ITB Release**. This ITB document and all supplemental documentation (including any applicable current and future issued addenda) are publicly available for viewing and download at the Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(2) **Pre-Bidders Meeting**. To the extent applicable, a Pre-Bidders Meeting related to this ITB may be held following the ITB Release. If a Pre-Bidders Meeting is going to be held it shall be so designated

in the ITB Summary Page along with the time, date, and location of such Pre-Bidders Meeting and whether or not attendance is mandatory (all as amended by applicable addenda). Bidders that fail to attend a mandatory Pre-Bidders Meeting may be deemed non-Responsive Bidders, resulting in rejection of the Bidder's Bid by Broward Health. Because subsequent Pre-Bidders Meetings may not be scheduled, Bidders are permitted, but are not required, to bring subcontractors to the Pre-Bidders Meeting. All Bidders wishing to attend a Pre-Bidders Meeting must RSVP by emailing the Bids Department Email provided in the Webpage and Contact Information Section with "RSVP – Pre-Bidders Meeting for [ITB Title and Number]" in the email's subject line. It is recommended that Bidders bring a copy of this ITB document to any scheduled Pre-Bidders Meeting.

(3) **Vendor Inquiry Deadline**. Prior to the Vendor Inquiry Deadline, interested Bidders may ask questions or raise issues concerning the ITB process and/or the Scope of Work. All questions or issues must be emailed to the Bids Department Email provided in the Webpage and Contact Information Section no later than the Vendor Inquiry Deadline listed in the ITB Summary Page (as amended). Questions received through any other method or after the Vendor Inquiry Deadline may not be addressed.

(4) **Addenda Issued in Response to Vendor Inquiries**. Broward Health will respond to all timely received inquiries by issuing written addenda to this ITB. All issued addenda will be posted and made available to all Bidders at Broward Health's Current Bidding Opportunities and Information Page, which is provided in the Webpage and Contact Information Section. Bidders are solely responsible for periodically checking Broward Health's Current Bidding Opportunities and Information Page to verify whether any addendum was issued. Each Bidder must, with its Bid, acknowledge all addenda issued under this ITB via the Addendum Acknowledgement Form included in the Bid Form Packet. If any addenda are issued for this ITB and the Bidder fails to submit the Addendum Acknowledgement Form with the Bidder's Bid, the Bidder will be contacted by the Bids Department and given two business days to submit the Addendum Acknowledgement Form. Failure to submit the Addendum Acknowledgement Form when an addendum is issued or to acknowledge all addenda issued for this ITB in the Addendum Acknowledgement Form may result in rejection of the Bidder's Bid. Please see Section III.A. (Rules Governing this ITB) for additional rules and guidelines about communications with Broward Health concerning this ITB.

(5) **Bid Due Date**. All Bids must be received no later than the Bid Due Date and time provided on the ITB Summary Page, as amended by applicable addenda. Bids that are not correctly uploaded or not received by Broward Health's Bids Department by the Bid Due Date (unless amended via an addendum), or any Bids that are emailed, sent by facsimile, or uploaded to the incorrect file repository may not be accepted or considered. Any disputes regarding the timely or proper receipt of a Bid shall be decided in favor of Broward Health.

(6) **Public Opening**. The Public Opening will be held on the date, time, and location specified on the ITB Summary Page, as amended by applicable addenda. At the Public Opening, a member of the Bids Department or other individual from Broward Health shall announce the name of each Bidder and the price submitted in such Bidder's Bid. There is no Bidder participation during the Public Opening, and attendance is not required. While the public may attend the Public Opening, any Bids submitted may not be reviewed by any member of the public until such Bids are no longer exempt from disclosure pursuant to Florida's Public Records Law.

(7) **Bid Ranking and Evaluation Process**. The following process will take place after the Public Opening. Bidders may be contacted for clarification or additional documentation at any time during this process.

(a) ***Bid Ranking Stage***. The Bid Ranking Stage is the first segment of the Bid Ranking and Evaluation Process. During the Bid Ranking Stage, the Bids Department applies to all timely and Responsive Bids any applicable Small Business Enhancements or other preferences under Florida law. The Bidders are then ranked in ascending order from the lowest Bid to the highest Bid, as adjusted by any such enhancements or preferences.

(b) ***Bid Evaluation Stage***. Following the Bid Ranking Stage, the Evaluation Committee shall begin its review, and, starting with the lowest ranked Bid, shall evaluate the Bids in ascending order, assessing each Bid for completeness, accuracy, content, and vendor responsiveness and responsibility. The Evaluation Committee may, at its sole discretion, either conclude its evaluation upon identifying the lowest Responsible and Responsive Bid or continue reviewing additional Bids as deemed necessary or appropriate. Once a lowest Responsible and Responsive Bid is identified, such lowest Responsible and Responsive Bidder's financial stability information (as submitted in Section VII.B(1)(e) (Financial Stability)) shall be sent to the Finance Representative for review prior to an award being issued.

As provided in Section III.A(1)(q) (Requests for Information, Documents, and Clarification), at any time during the ITB process, the Bids Department may request that Bidders provide additional documentation and information, which may be used to ascertain the responsibility of the Bidder(s). Bidders that fail to provide any requested additional documentation or information may be deemed as not responsive and any Bid submitted by the Bidder under this ITB may not be considered, unless waived by the Chief Procurement Officer or Evaluation Committee for good cause and at their sole discretion.

(8) **Awards and Contract Negotiations**. After the Evaluation Committee concludes its review and following the Finance Representative's financial stability review, the Chief Procurement Officer or designee shall examine and confirm the final results and send notifications of awards and non-awards. Following an award, unless otherwise noted in Section III.A(4) (Special Conditions and Requirements Applicable to this Particular ITB), contract negotiations will commence with the Responsible Bidder(s) that submitted the lowest Responsive Bid to enter into a contract for the specified term, along with any renewals, as indicated in the ITB Summary Page (as amended). If Broward Health is unable to negotiate or enter into a satisfactory contract with such Bidder(s) for any reason, Broward Health shall formally terminate negotiations with the Bidder(s) and shall, in Broward Health's sole discretion, either (i) undertake negotiations with the next ranked Responsible Bidder that submitted the next lowest Responsive Bid, or (ii) cancel or withdraw this ITB. If Broward Health commences negotiations with the next lowest Bidder, and such negotiations fail, then Broward Health reserves the exclusive right, at its discretion, to repeat this process with the remaining ranked Bidders. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Bidders, Broward Health shall, at its sole discretion, either cancel or withdraw this ITB or select additional Responsible Bidders that submitted Responsive Bids in the order of their ranking and continue negotiations in accordance with this paragraph until an agreement is reached. Notwithstanding anything herein to the contrary, Broward Health reserves the right to award multiple contracts to Responsible Bidders should the Evaluation Committee, Chief Procurement Officer, or Broward Health deem multiple contract awards beneficial to and in the best interests of Broward Health. Broward Health also reserves the right, at its sole and absolute discretion and for any or no reason, to reject all Bids and reissue (or not reissue) this ITB.

C. **Order of Precedence**. Because each ITB has its own unique characteristics, sometimes terms in a particular subsection of this Section III. (Information Concerning the ITB Process) may be added or modified, and, in such circumstances, may conflict with other terms and conditions in this Section. To that end, in the case of a conflict between any of the terms and conditions in this Section III., the order of precedence shall be as follows: (a) Section III.A(2) (Compliance and Legal Related Matters); (b) Section III.A(3) (Preferences and Enhancements Under Florida Law and Broward Health Policy); (c) Section III.A(4) (Special Conditions and Requirements Applicable to this Particular ITB); (d) Section III.A(1) (General Provisions Governing this ITB); and (e) Section III.B. (The ITB Process).

Section IV. BROWARD HEALTH'S GENERAL TERMS AND CONDITIONS

Unless otherwise explicitly stated below, the following terms and conditions are non-negotiable and shall apply to and become a part of any agreement or contract entered into as a result of this ITB. By submitting a Bid, the awarded Bidder hereby accepts the following terms and conditions and agrees that such terms and conditions shall govern the relationship between Broward Health and the awarded Bidder during the duration of the awarded contract. Broward Health will consider incorporating any of the awarded Bidder's proposed terms and conditions provided they do not conflict with, alter, or modify any of the following terms and conditions. The term "Contractor" in this Section IV. shall mean the awarded Bidder of this ITB and "Agreement" shall mean the contract entered into between Broward Health and such awarded Bidder. Broward Health and Contractor may be individually referred to as a "Party" and collectively as the "Parties."

(1) **Tax-Exempt Status**. Broward Health is a tax-exempt entity (Florida Consumer's Certificate of Exemption No. 85-8017654736C-4) and is not obligated to pay sales, use, or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of this Agreement.

(2) **Travel Expenses**. Reimbursement, if any, of travel expenses under this Agreement is subject at all times to Broward Health's Policies and Procedures including Broward Health's travel policy. A copy will be provided to Contractor upon request.

(3) **Payment**. Contractor shall submit original invoice to Broward Health no later than sixty (60) days following the month in which services or goods were provided by Contractor. Invoices shall be sent to 1608 SE 3rd Avenue, Fort Lauderdale, Florida 33316, Attn: Accounts Payable, and, unless otherwise set forth in the Agreement, correctly submitted and undisputed invoices shall be payable forty-five (45) days after Broward Health's receipt. Invoices submitted past sixty (60) days ("Overdue Invoices") may be deemed waived, not be accepted by Broward Health, and Broward Health reserves the right not to pay any Overdue Invoices. All invoices shall include the following information as applicable: contract number, purchase order number, and description of the supplies, products, equipment, software, or services to be furnished hereunder as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice. All payment terms shall be subject to Florida's Local Government Prompt Payment Act, § 218.70, *et seq.*, Florida Statutes. Broward Health reserves the right to reject any invoice that fails to adequately describe the services rendered, goods supplied, and/or travel expenses incurred by Contractor. In the event Broward Health rejects an invoice, Contractor shall submit a revised invoice within twenty (20) days of receiving the rejected invoice, and, if the revised invoice is undisputed, it shall be payable forty-five (45) days after Broward Health's receipt. Upon written notice to Contractor, payment may be withheld, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of the Agreement. Thereafter, the withheld amounts shall be paid upon Contractor's satisfactory demonstration of compliance to Broward Health. All amounts paid by Broward Health to Contractor shall be subject to audit by Broward Health.

(4) **Termination**. Unless a different length of time is otherwise agreed to by Contractor and Broward Health, Broward Health may terminate this Agreement without cause upon ninety (90) days written notice to Contractor. Further, this Agreement may be terminated by either Party for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either Party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within fifteen (15) days following written notice of such breach. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for cause, and Broward Health determines at its sole discretion that the event giving rise to the "cause" determination cannot be remedied or cured, then no cure period will be provided, and Broward Health may immediately terminate this

Agreement without any cost, liability, penalty, or imposition of damages. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated. Upon the termination of this Agreement as provided herein, neither Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, and/or covenants contained herein, which are expressly made to extend beyond the term, including without limitation, indemnities and professional insurance coverage.

(5) **Owner-Direct Purchases**. Because Broward Health is a tax-exempt entity, rather than reimburse Contractor for the costs of the materials or supplies, which would include sales tax, Broward Health may determine, at its sole and absolute discretion, it is in its best interests to use its tax-exempt status to purchase materials or supplies on its own directly from its own suppliers or from suppliers or subcontractors designated by Contractor. Contractor understands and agrees that in such event, Broward Health shall deduct from the Agreement the cost of the materials and supplies and the amount of sales tax that would have been owed if Contractor had made the purchase or the actual amount stipulated in the Agreement for such materials or supplies.

(6) **Pricing**. Contractor represents that the price charged to Broward Health for all purchases or services made under this Agreement shall be as low as, or lower than, those charged Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.

(7) **Discounts**. In connection with any discount offered by Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software, or services to the point of destination. Where acceptance of the supplies, products, equipment, software, or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance. All such discounts shall comply with federal and state law including, but not limited to, the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and its safe harbors promulgated at 42 C.F.R. § 1001.952.

(8) **Gratuities**. Broward Health, may by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement if it is found after notice and hearing by either the Chief Compliance and Ethics Officer or the Office of the General Counsel that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.

(9) **Compliance and Ethics Program**. Contractor acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance and Ethics Program"). Contractor agrees to participate in Broward Health's Compliance and Ethics Program including, but not limited to, adherence to the Code of Conduct and all applicable written policies, procedures and guidelines of Compliance and Ethics Program, all as may be amended from time to time. Such codes, policies, procedures, and guidelines are incorporated herein by reference and can be found on Broward Health's website at https://www.browardhealth.org/about-broward-health/corporate-compliance-and-ethics/policies-procedures.

(10) **Ownership, Financial & Conflict Forms**. Broward Health, as a special district, may require Contractor to submit financial disclosures, conflict of interest forms, ownership disclosure forms, and other compliance documents ("Disclosure Forms") as a precondition to entering into a contract with Broward Health. If requested and applicable, all Disclosure Forms submitted by Contractor to Broward Health within six (6) months of the Effective Date of the Agreement are hereby incorporated herein by reference. In the event any information listed in the Disclosure Forms submitted by Contractor to Broward Health creates an actual or perceived conflict of interest, such conflict will be reviewed and managed as appropriate given the scope of the Agreement. Failure of Contractor to adhere to any agreed-upon management plan shall constitute a material breach of the Agreement.

(11) **Compliance with Laws**. Contractor is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the supplies, products, equipment, software, or services furnished under or pursuant to this Agreement. The Parties acknowledge that there is no obligation of Contractor or any of Contractor's officers, employees, agents, or affiliates to refer patients to Broward Health or any affiliate of Broward Health, and there is no obligation of Broward Health to refer patients to Contractor or any of Contractor's officers, employees, agents, or affiliates. The Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (the Federal Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and all other federal or state laws and regulations governing fraud and abuse or self-referrals under federal or state health care programs, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the Parties hereto agree to take such actions necessary to construe and administer this Agreement in accordance therewith.

(12) **Changes in Law**. In the event that there is a change in a statute, regulation or the application or interpretation

thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the Parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event there is a change in a statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects Broward Health's health care delivery system, the Parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by Broward Health, which is consistent with latest trends and beneficial to the community. If, after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

(13) **Access to Books and Records**. To the extent applicable, in accordance with Section 1861(v)(1) of the Social Security Act (codified at 42 U.S.C. § 1395x(v)(1)), as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Pub. L. 96-499), and its implementing regulations at 42 C.F.R. § 420.300 *et seq.*, until the expiration of four (4) years after the furnishing of services pursuant to any agreement, Contractor shall, upon receipt of a written request, make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives, any agreement, books, documents, and records of Contractor that are necessary to certify the nature and extent of costs incurred by Broward Health under any agreement. If Contractor carries out any of the duties of any agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause that the related organization, upon receipt of a written request, shall make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred by Broward Health by reason of the subcontract.

(14) **Equal Opportunity Employment**. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and will take affirmative steps to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor further agrees to comply with Executive Order No. 11246 – Equal Employment Opportunity, 30 Fed. Reg. 12319 (Sept. 28, 1965), as amended, and as further supplemented by the U.S. Department of Labor's regulations promulgated at 41 C.F.R. Part 60.

(15) **Inspection and Acceptance**. Inspection and acceptance of supplies, products, equipment, software, or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging, and marking.

(16) **Warranty and Indemnification**. Contractor warrants the performance of the services and/or the merchantability of the goods to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its commissioners, officers, employees, agents, and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising out of or in any way anyway connected with any negligence, wrongful acts, or omissions of Contractor, or its agents, employees, or independent contractors in the goods furnished and the performance of Contractor's services, duties, and obligations under this Agreement. If it becomes necessary for Broward Health to defend any action seeking to impose any such liability, Contractor will pay Broward Health all costs of court and reasonable attorneys' fees incurred by Broward Health in such defense, in addition to any other sums which Broward Health may be called upon to pay by reason of the entry of a judgment or decree against Broward Health in the litigation in which such claim is asserted. This obligation shall survive termination of this Agreement.

(17) **Insurance**. Contractor shall, at all times during the initial term and any renewal term of this Agreement maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with at least an "A" rating from A.M. Best's Key Rating Guide. The following have been established by Broward Health as acceptable coverage and limits. Any deviations from the limits and coverage may be negotiated but must be approved in writing by Broward Health.

Comprehensive General Liability	$1 million per occurrence/ $3 million aggregate
Workers' Compensation/Employer's Liability	Statutory Limits/$1 million
Automobile (owned, non-owned & leased)	$1 million
Umbrella Liability	$5 million
Pollution	$1 million per occurrence/ $3 million aggregate

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same insurance requirements as Contractor. Contractor shall also name Broward Health as an additional insured and provide Broward Health with a certificate of insurance evidencing the foregoing prior to the execution of the final Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least thirty (30) days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Contractor hereby agrees to waive any right of subrogation against Broward Health for losses arising from work performed by Contractor for Broward Health.

(18) **Broward Health Property**. Property owned by Broward Health is the responsibility of Broward Health, and any such property furnished to a Contractor for repair, modification, study, delivery, etc., shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while en route to Contractor shall be the responsibility of Contractor. In the event that such property is destroyed or declared a total loss, Contractor shall be responsible for the replacement of the property at the current book value at the time of loss.

(19) **Contractor Warranties**. Contractor hereby represents and warrants to Broward Health that:

(a) Contractor and its directors, officers, employees, agents, affiliates, and subcontractors performing services or obligations under the Agreement (collectively, "Employees") have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the Federal Anti-Kickback Statute (42 U.S.C. §§ 1320a-7, 1320a-7a, and 1320a-7b) and its regulations, the Stark Law (42 U.S.C. § 1395nn) and its regulations, and any related state or local statutes or regulations, or rules of professional conduct.

(b) Neither Contractor nor its Employees performing services or obligations under this Agreement are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program, including but not limited to, the Medicare and Medicaid Programs, nor has Contractor or any Employees received notice that they are to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program. Neither Contractor nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Contractor or any Employees are the subject of any investigation or review regarding Contractor's or any Employees' participation in any federal or state health care program or is subject to investigation related to his or her conduct as an employee of a public entity.

(c) Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability, at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

(d) Contractor shall provide the names and any other information requested by Broward Health of any and all Contractor's Employees and subcontractors who will be performing any services or obligations pursuant to this Agreement. Contractor's use of any Employee or subcontractor is subject to the prior written consent of Broward Health, at its sole discretion. All subcontractors must be registered in Broward Health's Vendor Registration System.

(e) Contractor agrees to notify Broward Health in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties has changed.

(f) Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of the Agreement and that Broward Health may determine, at its sole discretion, and notwithstanding any other provision of the Agreement to the contrary, that the material breach may not be able to be cured. In such event, Broward Health may immediately terminate the Agreement.

(20) **Public Records**. Contractor has been advised that Broward Health is, and all records created or received by Broward Health are, subject to Florida's Public Records Law, § 119.01, *et seq.*, Florida Statutes, and Contractor agrees to maintain all records necessary to comply with the requirement of Florida's Public Records Law and comply with all Broward Health Policies and Procedures in observing the requirements of Florida's Public Records Law. In the event of a request for public records created or received pursuant to the Agreement, Contractor shall be solely responsible for any legal actions necessary to defend an assertion of a trade secret or other exemption from public records disclosure. Broward Health bears no responsibility regarding the

confidentiality of any of Contractor's trade secret or proprietary materials in Broward Health's possession other than the aforementioned. Furthermore, Broward Health is expressly not precluded from utilizing any Contractor trade secret or proprietary materials for necessary operations, contracting, purchasing, and reporting to national pricing databases. To the extent Contractor meets the definition of a "contractor" under § 119.0701, Florida Statutes, Contractor agrees to comply with the Florida's Public Records Law and agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.

(b) Upon request from Broward Health's Public Records Custodian, provide Broward Health with a copy of any requested public records or provide the public with access to the requested public records to be inspected or copied within a reasonable time on the same terms and conditions that Broward Health would provide the records and at a cost that does not exceed the cost provided in ch. 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Contractor does not transfer the public records to Broward Health.

(d) Upon completion of the Agreement, transfer, at no cost to Broward Health, all public records in possession of Contractor or keep and maintain public records required by Broward Health to perform the services required under the Agreement.

(e) If Contractor transfers all public records to Broward Health upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(f) If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all requirements for retaining public records pursuant to Florida laws and regulations and Broward Health's Policies and Procedures.

(g) All records stored electronically must be provided to Broward Health, upon request from Broward Health's Public Records Custodian, in a format that is compatible with the information technology systems of Broward Health.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

(21) **Confidentiality**. Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, and Broward Health's affiliates, clients, and partners (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's Employees will not, disclose any of Broward Health Information to any person, firm or corporation without Broward Health's prior written consent except: (i) to authorized representatives of Broward Health, or (ii) to Contractor's Employees who have a need to access such Broward Health Information to perform the services or furnish the products contemplated hereunder. Contractor shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information ("PHI"), as such term is defined under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor acknowledges and agrees to comply with the statutory and regulatory requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and the Florida Information Protection Act of 2014. § 501.171, Florida Statutes ("FIPA"), all as amended from time to time, and all of which are incorporated herein by reference and made a part of this Agreement, as if they were printed in full herein. Contractor shall not disclose PHI to any other individual unless otherwise permitted or required by the Agreement or as required by law. Contractor shall ensure that each of Contractor's Employees is properly trained in the substance and importance of complying with HIPAA, the HITECH Act, and FIPA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties. To the extent Broward Health discloses PHI to Contractor under this Agreement, Contractor shall execute a Business Associate Agreement consistent with the requirements of HIPAA and in a form acceptable to Broward Health. If Broward Health discloses to Contractor a "Limited Data Set," as such term is

defined under the HIPAA Privacy Rule, Contractor shall execute a Data Use Agreement consistent with the requirements of HIPAA and in a form acceptable to Broward Health.

(22) **Florida Information Protection Act**. To the extent applicable, Contractor agrees and understands that the services and/or goods provided under the Agreement may consist, at least in part, of "customer records" that contain "personal information," both as defined under FIPA. Accordingly, as required under FIPA, Contractor agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Contractor's possession are breached in the manner set forth in FIPA, Contractor shall immediately notify Broward Health as indicated herein, and Contractor shall work with Broward Health as required by FIPA to assist in any of the following actions: (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health; (b) Provide notice to any and all consumers whose personal information has been breached; (c) Provide any and all other notices to governmental agencies that may be applicable under FIPA, if a breach has reached a particular threshold as defined in FIPA, which may include but is not limited to credit reporting agencies and the Florida Department of Legal Affairs; (d) Ensure that Contractor's third-party agents are made aware of FIPA and the requirement to comply with FIPA; and (e) Require that any third-party agent that stores customer records of Broward Health and that experiences a breach immediately notifies Broward Health and works with Contractor and Broward Health as outlined herein. The procedures specified herein shall not supersede any requirements specified under FIPA, and the provisions of FIPA, as amended from time to time, shall prevail in the event of any conflict.

(23) **Storage of Patient Information**. Pursuant to § 408.051(3), Florida Statutes, Contractor certifies that, to the extent that it may store any patient information accessed pursuant to the Agreement, such patient information stored in either a physical or virtual environment (including through a third-party or subcontracted computing facility or an entity providing cloud computing services) shall be physically maintained in the continental United States or its territories or Canada.

(24) **Payment Card Industry Data Security Standard**. To the extent applicable, should Contractor store, process or transmit payment cardholder data, Contractor is solely responsible, at its own cost, for complying at all times with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation, establishing its own secure network and/or server connection for such storage, processing and transmission of payment cardholder data. Contractor shall provide Broward Health with adequate documentation, including, without limitation, from its bank or financial institution or merchant services provider, to confirm that its process meets and is compliant with the PCI DSS standards, and shall confirm continuing compliance upon request by Broward Health at any time during the Term of this Agreement. Should Contractor fail to maintain its compliance with the PCI DSS, such failure shall constitute an incurable material breach of this Agreement and entitle Broward Health to terminate this Agreement without prior notice. CONTRACTOR SHALL NOT ACCESS OR OTHERWISE ATTEMPT TO USE BROWARD HEALTH'S SERVERS OR COMPUTER NETWORK FACILITIES (INCLUDING WITHOUT LIMITATION WIRELESS NETWORKS) FOR STORING, PROCESSING, OR TRANSMITTING CARDHOLDER DATA. Nothing in this Agreement shall obligate Broward Health to provide Contractor with access to any of Broward Health's servers or computer network facilities, including without limitation wireless networks, and such access for storing, processing or transmitting cardholder data is strictly prohibited. Contractor acknowledges and understands that it will not be provided with sufficient access to Broward Health's network and servers to perform the necessary testing to comply with PCI DSS, and Contractor should presume that any use of Broward Health's network or servers for storing, processing, or transmitting cardholder data will not be compliant with PCI DSS and, therefore, a breach of the requirements of this Section. Broward Health has the right to immediately terminate this Agreement, with no right to cure, should Contractor engage in any unauthorized use of Broward Health's network facilities and/or servers or if Contractor otherwise stores, processes or transmits cardholder data in a manner that fails to comply with PCI DSS standards. Further, any such access by Contractor of Broward Health's servers or computer network facilities may be considered by Broward Health as a violation of federal and state law, and Contractor acknowledges that Broward Health may advise appropriate agencies should it detect any unauthorized use of its network facilities and/or servers. Contractor's indemnification and insurance requirements shall specifically include coverage for the benefit of Broward Health in the event any claims are asserted against Broward Health arising from or otherwise relating to Contractor's storage, processing, or transmitting cardholder data.

(25) **Terms and Conditions of the ITB**. Contractor, by submitting a Bid to the ITB, agreed to all terms and conditions therein and confirmed that all representations were true and correct. All such terms and conditions and representations are hereby incorporated herein by reference and such terms and conditions include, without limitation, disclaimers of liability to Broward Health and its commissioners, officers, employees, and agents; Contractor's representations in the certification forms submitted under the ITB and penalties for false or misleading statements; Contractor's responsibilities under Section VII.A(2)(e) (Important Notice Regarding Public Records) of the ITB; and any Certified Small

Business Vendor Subcontracting Requirements, as described in more detail below in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements), along with applicable penalties for noncompliance. Any changes to any terms and conditions in the ITB or in these General Terms and Conditions are null and void and without any force and effect unless otherwise explicitly agreed to by Broward Health in writing.

(26) **Certified Small Business Vendor Subcontracting Requirements**. If the ITB Summary Page indicates that a Certified Small Business Vendor Subcontracting Requirement applies to the ITB, Contractor is required to utilize Certified Small Business Subcontractors (a current list of which is available at Broward Health's Small Business Vendor Certification Page provided in the Webpage and Contact Information Section) to perform any applicable subcontracting work under the Agreement. Contractor understands and agrees that all subcontractors (Certified Small Business Subcontractors and non-Certified Small Business Subcontractors) utilized by Contractor to perform any work under the Agreement must be registered with Broward Health, and it is Contractor's responsibility to ensure that all subcontractors are properly registered in Broward Health's Vendor Registration System (which can be accessed at the URL provided in the Webpage and Contact Information Section) and approved by Broward Health prior to utilizing such subcontractor. The following provisions shall apply when Certified Small Business Vendor Subcontracting Requirements are applicable to this Agreement:

(a) Participation Percentage. Contractor agrees to utilize Certified Small Business Subcontractors to perform no less than the Utilization Percentage of subcontracting work indicated on the ITB Summary Page, as amended.

(b) List of Certified Small Business Subcontractors. No later than issuance of any "Notice to Proceed" or any Purchase Order, Contractor shall submit to Broward Health a list of proposed Certified Small Business Subcontractors that Contractor will be utilizing under the Agreement. Contractor shall specify the dollar amount for each Certified Small Business Subcontractor. Contractor shall bind each and every Certified Small Business Subcontractor to the terms stated in the Agreement and shall require and ensure that each Certified Small Business Subcontractor possesses the proper qualifications, licensing, and other requirements necessary for the rendering of services or provision of goods under the Agreement.

(c) Subcontracts. Within a reasonable time following the issuance of any "Notice to Proceed" or any Purchase Order (but not exceeding 30 days), Contractor shall submit to Broward Health a copy of all fully executed subcontracts entered into to perform the services or provide the goods under the Agreement. Contractor shall also notify Broward Health of all subcontracts which may terminate during the Term of the Agreement.

(d) Certified Small Business Vendor Utilization Report. Along with Contractor's invoice and billing reconciliation report, Contractor shall submit a Certified Small Business Vendor Utilization Report to enable Broward Health to monitor the utilization of Certified Small Business Subcontractors under the Agreement. Such Certified Small Business Vendor Utilization Report shall include the certification status of each utilized Certified Small Business Subcontractor, the subcontract value and percent, current reporting period payments, payments made to date, and any outstanding or remaining payments applicable to each Certified Small Business Subcontractor. Contractor shall utilize this Certified Small Business Vendor Utilization Report to indicate the amount of monetary Certified Small Business Subcontractor participation. Further, the final Certified Small Business Vendor Utilization Report submitted to Broward Health shall also set forth the total Certified Small Business Subcontractor participation utilized during the Term of the Agreement.

(e) Liquidated Damages. Contractor understands and agrees that if Contractor fails to comply with the Certified Small Business Vendor Subcontracting Requirements of the ITB, such noncompliance shall be a default of the Agreement, and such default shall be considered a material breach of the Agreement. Broward Health and Contractor agree that if the actual total Certified Small Business Subcontractor participation percentage ("Certified Small Business Vendor Subcontracting Participation Percentage") is less than the Utilization Percentage set forth in the ITB Summary Page ("Non-Compliant Percentage"), the actual damages for the non-compliance of the Certified Small Business Vendor Subcontracting Requirements will be impossible to determine. Accordingly, Contractor shall pay to Broward Health an amount equal to the Non-Compliant Percentage (the difference of the Utilization Percentage and the Certified Small Business Vendor Subcontracting Participation Percentage) of the aggregate cost of the Agreement, as fixed, agreed, and liquidated damages, which shall be deducted from the next and/or final payment(s) due to Contractor by Broward Health. Both Broward Health and Contractor agree that such liquidated damages are not a penalty and bear a reasonable relationship, and are not plainly nor grossly disproportionate, to the probable loss likely to be incurred in connection with not meeting the Certified Small Business Vendor Subcontracting Requirements. Both Broward Health and Contractor understand and agree that this liquidated damage clause is only applicable to breaches pertaining to not meeting the Certified Small Business Vendor Subcontracting

Requirements and shall be the sole and exclusive remedy for such breaches pertaining to the Certified Small Business Vendor Subcontracting Requirements. Contractor further understands and agrees that such liquidated damages do not preclude nor limit Broward Health from any other rights, remedies, or damages available to it at law or in equity for any other default or breach of the Agreement.

(f) Good-Faith Efforts. Notwithstanding the foregoing, to the extent that Contractor is unable to meet the Certified Small Business Vendor Subcontracting Requirements of the ITB, Broward Health may, upon Contractor's demonstration of "good-faith efforts" in complying with such Certified Small Business Vendor Subcontracting Requirements, waive the Certified Small Business Vendor Subcontracting Requirements in whole or part. The decision of whether Contractor has demonstrated and met the good-faith effort standard, as well as whether the Certified Small Business Vendor Subcontracting Requirements will be waived (even if the good-faith effort standard is met), is at the sole and absolute discretion of Broward Health.

(27) **Independent Contractor**. It is expressly acknowledged by the Parties hereto that Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the Parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which Contractor performs any services which are the subject of this Agreement.

(28) **Assignment and Subcontracts**. Contractor agrees not to enter into subcontracts, or assign, transfer, sublet, or otherwise dispose of Contractor's obligations under this Agreement or any or all of its right, title, or interest herein without Broward Health's prior written consent. Any such assignment without the prior written consent of Broward Health shall be void ab initio. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly-owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets. If Contractor receives Broward Health's prior written consent to subcontract, assign, transfer, convey, or sublet any provisions of the Agreement, then Contractor shall provide Broward Health with a list of all subcontractors and/or agents who are or will be utilized in the performance of services under this Agreement. Contractor shall also provide to Broward Health frequent, continuous, and current updates on any status change regarding any title, right, interest, or issue regarding any services, duties, or obligations arising from this Agreement. Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted and respective heirs, legal representatives, successors and assigns.

(29) **Sovereign Immunity**. Notwithstanding any contrary provision of the Agreement, the Parties acknowledge that Broward Health, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained in the Agreement shall be construed as a waiver or limitation of Broward Health's sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, Broward Health's liability shall not be more than the limits established in § 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Broward Health of the limitation on liability provided to political subdivisions of Florida under § 768.28, Florida Statutes, as amended. Nothing in the Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Any provision in the Agreement that requires Broward Health to indemnify, hold harmless, or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity nor extend Broward Health's liability beyond the limits established in § 768.28, Florida Statutes, as amended.

(30) **Governing Law, Jurisdiction, and Venue**. This Agreement has been executed and delivered in, and shall be interpreted, governed, construed, and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to conflict of laws principles. The Parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding, or other proceeding as between the Parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida. Contractor hereby agrees to waive any jurisdictional, venue, or inconvenient forum objections to the federal and state courts sitting and with jurisdiction in Broward County.

(31) **Attorney's Fees**. In connection with any litigation, mediation, special proceeding, or other proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Notwithstanding the foregoing, Broward Health's liability for any costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in § 768.28, Florida Statutes, as amended.

(32) **Convicted Vendor List**. If Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in § 287.133, Florida Statutes, Contractor may not contract with Broward Health (1) to provide any goods or services; (2) for the construction or repair of a building or other public work; or (3) for leases of real property. Further, if Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, Contractor (i) may not perform work as a contractor, supplier, subcontractor, or consultant under any contract with Broward Health, and (ii) may not transact any business with Broward Health in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

(33) **Scrutinized Companies**. If it is found that Contractor has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel, or if the compensation provided to Contractor in this Agreement is in excess of One Million Dollars ($1,000,000.00) and it is found that Contractor has submitted any false certifications to Broward Health while submitting a bid or proposal or prior to entering into or renewing this Agreement, or if Contractor has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or, and unless otherwise authorized under federal or state law, if Contractor has engaged in any business operations in Cuba or Syria, Broward Health may terminate this Agreement immediately without cost, penalty or the imposition of damages. Contractor's certification as provided in Contractor's Bid that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health is hereby incorporated herein by reference. Contractor shall recertify upon execution of the Agreement that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health.

(34) **Federal Reimbursement Contractual Requirements and Provisions**. Contractor understands that Broward Health may engage Contractor to provide commodities and/or services under this Agreement that may be funded in whole or part by federal funds or assistance in the form of a grant, sub-grant, loan, or reimbursement either directly to Broward Health as a recipient (such as, without limitation, Broward Health's Health Care for the Homeless Grant and funding for Broward Health's federally qualified health centers) or as a subrecipient of funding provided directly from the federal government that is passed through from an agency of the State of Florida or another pass-through agency (such as, without limitation, reimbursement from the Federal Emergency Management Agency related to disaster-recovery work) (collectively, a "Federal Project"). To the extent that Broward Health seeks reimbursement from the federal government, whether in whole or part or as a direct recipient or subrecipient, for any Federal Project performed by Contractor under this Agreement, Contractor understands and agrees that Contractor shall be subject to the terms and conditions of the Federal Addendum: Additional Provisions for Contracts Funded Through Federal Assistance, including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts, which can be found at the following URL: https://www.browardhealth.org/legal/contract-addenda, and is hereby incorporated herein by reference as if fully set forth herein.

(35) **Prohibited Economic Incentives to Entities of Foreign Concern**. Section 288.0071, Florida Statutes, prohibits a government entity from entering into an agreement or contract for an "economic incentive" (as defined in § 288.0071(1)(b), Florida Statutes) with a "foreign entity" which is defined under § 288.0071(1)(d), Florida Statutes, as an entity that is: (i) owned or controlled by the government of a foreign country of concern (as defined in § 692.201, Florida Statutes); or (ii) a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Accordingly, to the extent this Agreement involves or is related to an economic incentive, by entering into this Agreement with Broward Health, Contractor is certifying that Contractor does not meet the definition of a "foreign entity" as provided in § 288.0071(1)(d), Florida Statutes, and prior to Contractor being provided any economic incentive, Contractor shall deliver a signed Section 288.0071, F.S. Affidavit of Compliance (located at https://www.floridajobs.org/office-directory/division-of-economic-development/economic-development-incentives-portal) attesting, under penalty of perjury, that Contractor is not such a foreign entity.

(36) **E-Verify**. Section 448.095(5), Fla. Stat., requires that contractors, as defined in § 448.095(1)(a), Fla. Stat., and any subcontractors thereof, register with and use the E-Verify system, as defined in § 448.095(1)(c), Fla. Stat., to verify the work authorization status of all new employees of such contractors or subcontractors, and prohibits public agencies, contractors, or subcontractors thereof from entering into a contract unless each party to the contract registers with and uses the E-Verify system. To the extent that Contractor meets the definition of "contractor" under § 448.095(1)(a), Fla. Stat., Contractor agrees to comply with the provisions of § 448.095, Fla. Stat., register and use the E-Verify system, and, if Contractor enters into a contract with a subcontractor, to require such subcontractor to provide Contractor with an affidavit, which Contractor shall retain for the duration of the Agreement, stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor understands and agrees that if Broward Health has a good faith belief that Contractor has knowingly violated § 448.09(1), Fla. Stat., Broward Health is required to and shall

terminate this Agreement in accordance with § 448.095(5)(c), Fla. Stat.

(37) **Force Majeure**. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, pandemics, epidemics, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees, or any similar or dissimilar cause beyond the reasonable control of either Party. The time for performance shall be deemed extended for a period equal to the duration of such event.

(38) **Non-Waiver**. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the Party against whom such waiver is charged, and: (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of the Agreement or to exercise any option contained herein shall not be construed as a waiver or relinquishment of any such provisions, covenants, or conditions; (ii) the acceptance of performance of anything under this Agreement with knowledge of the breach or failure of a covenant, condition, or provision shall not be deemed a waiver of such breach or failure; (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver of any other or subsequent breach; and (iv) any custom or practice which may grow up between the Parties in the administration of the provisions hereof shall not be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms of the Agreement.

(39) **Partial Invalidity and Separability**. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either Party shall in no way or manner discharge or relieve the other Party from its obligation to perform all other covenants and agreements herein. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(40) **Headings and Terms**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. The use of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The term "shall" is mandatory and "may" is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(41) **Time is of the Essence**. Time is of the essence with respect to all dates, deadlines, and milestones set forth in the Agreement and the contract documents, including without limitation the commencement date, the date(s) for substantial completion, the date(s) for final completion, and all closeout and warranty obligations. Contractor acknowledges that Broward Health is an operating healthcare facility and that any delay in the performance or completion of the Work may cause Broward Health to incur substantial costs, losses, and disruption to its operations that would be difficult to quantify. Accordingly, Contractor shall prosecute the Work diligently and continuously so as to achieve completion within the time specified in the applicable Notice to Proceed. Any extension of time must be expressly agreed to in writing by Broward Health prior to the expiration of the applicable deadline, and no course of conduct or practice of the Parties shall operate as a waiver of this provision or otherwise modify, suspend, or extend any deadline without such written agreement. Broward Health's failure to insist upon strict compliance with any deadline in any one or more instances shall not constitute a waiver of Broward Health's right to enforce all deadlines strictly thereafter.

Section V. SCOPE OF WORK

A. Engagement Overview

Broward Health is seeking qualified vendors to provide roof repair and replacement services at Broward Health Imperial Point, located at 6401 N Federal Hwy, Fort Lauderdale, FL 33308.

Services shall include, but are not limited to, preparation of the existing roof deck and all flashing substrates, installation of insulation, and provision of all materials, labor, and related work necessary to complete the roofing systems in accordance with manufacturer requirements to obtain the specified warranty.

Awarded Contractor(s) shall prepare and submit the application for the permitting within thirty (30) days of contract execution. Work shall commence within forty-five (45) days after permit issuance.

Broward Health Imperial Point – PROJECT 17

For detailed Specifications, Product Data Sheets, Drawings, and Testing, refer to **BHIP Project 17 Specifications Manual** available for download at: https://www.browardhealth.org/vendor/current-opportunities, and which is hereby incorporated into the scope of work for this ITB.



The following considerations are part of the Scope of Work Summary:

- Roofing contractors are responsible for bringing all existing equipment into compliance with applicable codes and regulations.
- The installation of a new lightning protection system, or the cost to recertify the existing lightning protection system(s), must be included in the base bid.

- Engineering costs associated with permitting should be excluded from the bid, as the engineering documentation will be provided to the selected contractor.

  Deck A1 has two sections of metal deck approximately four (4) feet wide as illustrated in the Summary Cover Page picture. These sections will require the installation of mechanically fastened Secure rock prior to the installation of the vapor barrier as preparation for the LWC pour.

- For any unusual type of roof penetration or flashing, please consider the use of Forty Lock Liquid applied flashing and accessories.
- Roof sections 9 and 10 must be accessed from outside of the hospital. Consider scaffolding as an acceptable means to access the roof.
- For roof sections A1 and A2, the access can be through the stairwell that has exterior access. For Roof A3, the access will be from the outside of the hospital.
- All metal should be FiberTite Metal.
- All detail drawings are for illustration purposes only.
- No retrofit drains are allowed.
- No weekend work is anticipated at this time. Weekend work may only be performed with prior authorization from Broward Health.
- Rain days must be reported the same day of the inclement weather event.

COMPONENT	TYPE	REQUIRED	ATTACHMENT
NORTH AND SOUTH ENDS OF ROOF A1	METAL	SECUREROCK	MECHANICALLY FASTENED
DECK	CONCRETE AND DUROCK	FTR SA- PRIMER	ROLLED APPLIED
INSULATION	NEW LWC R-20	1/8 MINIMUM SLOPE TO DRAIN	POURED IN PLACE
ROOF MEMBRANE	FIBERTITE 36 MIL KEE	ONE (1) PLY	ADHERED WITH ICR POLYSET CRA
FLASHING MEMBRANE	FIBERTITE 36 MIL KEE	ONE(1) PLY	ADHERED WITH FTR - 190e
LIQUID FLASHING	FORTY LOCK LIQUID APPLIED FLASHING		LIQUID APPLIED
WARRANTY	FULL SYSTEM UNLIMITED WARRANTY/ NDL LABOR AND MATERIAL	TWNENTY (20) YEARS	-

B. <u>Work and Deliverables</u>

Drawings and Specifications for the Project can be accessed via Broward Health's website at https://www.browardhealth.org/vendor/current-opportunities. The Base ITB shall include all the work required to provide Broward Health with a turnkey solution comprised of all areas shown on the drawings and specifications for the project.

Schedule of Work: Within seven (7) working days of the execution of the Contract, the Contractor shall provide Broward Health a schedule of the Work, in C.P.M. or bar chart format, showing the scheduling of the Work of all trades. The completion date indicated in the schedule shall reflect the "Contract Time" as

stated hereinafter. On-site coordination meetings shall take place once a week for a review of the progress of the work. The Contractor shall participate in the meetings and take minutes to ensure that completion dates shall be met.

Taxes/Fees: Contractor shall be responsible for and pay all applicable sales, use and other similar taxes including building permit costs as required by law. The Contractor is responsible for reviewing the pertinent federal, state and local statutes, rules, and ordinances involving sales tax and building permit costs and complying with all such requirements.

Building Permits: All costs for the building permit shall be paid by the Contractor and therefore shall be included in the Base Quote. Sub-permits and associated fees shall also be included in the Base Quote and paid by Contractor.

Turnkey Provisions: This shall be a "Turnkey" Project, and Broward Health shall be delivered a complete functioning finished Project, usable for the purpose intended for all construction areas, described herein. Such "Turnkey" status shall be accorded all materials equipment, systems, items, etc., which are not indicated in this ITB as "N.I.C.", by others, or by Broward Health. The term "Turnkey" as used herein shall have and be interpreted as having a broad meaning that includes, without limitation, the following:

a. The Term "Turnkey" shall broaden the Scope of the Work normally defined by the General, and Special Conditions, but shall not lessen their intent in any way. In general. The "Turnkey" status of the Project shall be deemed to place increased emphasis on the terms 'reasonably inferable therefrom'.

b. Unless changes to the General Conditions are initiated by Broward Health, Contractor shall understand that Change Orders will not be issued for any work, item, etc., required to complete the Work, under this "Turnkey" Project. It shall be presumed that the Contractor has included all costs in its ITB Response.

c. The "Turnkey" status of the Project shall extend to all listed Alternates, individually and collectively, and it shall be understood that Broward Health's acceptance or rejection of individual Alternates shall not lessen the Contractors obligation to provide a completed, finished, functioning area(s), equipment, or systems, etc., for the Project. Since description of Alternates is generally brief, all Contractors shall thoroughly investigate all implications resulting from same and include all such cost consideration in its ITB Response.

d. Broward Health rejects any other definitions of the term "Turnkey" except as may be consistent with the statements above.

Section VI. MINIMUM REQUIREMENTS

In addition to the other required documents outlined in this ITB Bidders shall also submit documentation demonstrating compliance with the following minimum requirements to be considered a responsible bidder:

1. Bidder shall have at least five (5) years' experience in roofing-related work, specifically with **FiberTite** Roofing Systems

2. Bidder shall hold a current Roofing Contractor license from the State of Florida.

3. Proposer(s) shall have been in business under the current Legal name for a minimum of seven (7) years.

4. Bidders are required to submit a bid bond as part of their bid submission.

5. Bidder shall submit a Letter of Intent to Issue a Warranty by the approved roofing material manufacturer.

6. Bidder shall submit written confirmation from the roofing material manufacturer verifying Bidder's status as an authorized applicator.

7. Bidder shall demonstrate the ability to meet insurance requirements.

8. Bidder shall provide a list of verifiable references for similar projects worked on within the past five (5) years (completed healthcare experience preferred).

Contractors may be disqualified if, in the determination of Broward Health in its sole discretion, they cannot adequately demonstrate thorough experience in the work required for the Project. Such experience shall include knowledge of normally applied codes, and interpretations of code normally utilized by the Authorities having Jurisdiction over the Project.

Since the Work is to be accomplished in Broward County, all Contractors and Subcontractors shall be deemed to be intimately knowledgeable of the currently applicable edition of the Florida Building Code, being the code under which they must be licensed. Accordingly, all Work shall be done in accordance with all provisions of same, and it shall be considered as the minimum standard of the Contract. Should any Contractor or Subcontractor fail to notify Broward Health of any inconsistency in the ITB concerning the applicable Florida Building Code, during the ITB process, the Contractor and/or Subcontractor shall be held to have had full knowledge of same and shall be required to complete all its Work in conformance with same at no additional cost to Broward Health.

Section VII. BID SUBMISSION AND RESPONSE REQUIREMENTS

This Section contains the response requirements and instructions for submitting Bids under this ITB. Failure to adhere to the below requirements may result, at Broward Health's sole discretion, in rejection of the Bid.

A. Bidding and Submission Instructions

(1) **Required Registration**. All Bidders must be a registered vendor with Broward Health for a Bid to be considered and for the Bidder to contract with Broward Health. If a Bidder is not registered with Broward Health and/or does not complete the conflict of interest forms in Broward Health's Vendor Registration System by the Public Opening, Broward Health shall provide the Bidder two business days to complete the registration and forms. If the Bidder does not respond or does not complete the registration and forms within two business days following the Public Opening, the Bidder shall be deemed not responsive and any Bid submitted by any such Bidder pursuant to this ITB may not be considered, unless waived by the Chief Procurement Officer or Evaluation Committee for good cause and at their sole discretion. Additionally, if the awarded Bidder intends to use any subcontractors to provide the services or goods requested under this ITB, the subcontractors must be registered vendors with Broward Health before the subcontractors are used to provide services or goods under the contract. Registration must be completed using Broward Health's Vendor Registration System, which can be accessed via the link provided in the Webpage and Contact Information Section. All questions regarding the Registration process should be directed to Vendor Relations. The Vendor Relations Contact Information can be found in the Webpage and Contact Information Section.

(2) **Bid Submission Requirements**. All Bidders shall submit Bids under this ITB in accordance with the following requirements.

(a) ***Submittal Instructions***. Bidders must submit their Bids with the Bidder's name typed conspicuously on the front cover page of the Bid. A complete copy of the entire Bid must be

included as one document in PDF format, all file names must begin with the Bidder's name and clearly identify the subject matter of the file, a table of contents must be included, and all pages must be numbered. Bidders are requested not to submit more than five files in total. Supplemental information may be attached to the Bid but must be designated as such. Broward Health reserves the right to request additional clarifying information from Bidders after Bids are opened but before entering into a contract with any Bidder as may be determined to be necessary, at Broward Health's sole and absolute discretion, to assist in the evaluation of any Bids timely submitted.

(b) ***Delivery of Bids***. Complete Bids must be uploaded and received no later than the Bid Due Date, as noted in the ITB Summary Page, as amended by applicable addenda. Bids received after the closing time and date, for any reason whatsoever, unless extended as otherwise provided herein, will not be accepted or considered. Any disputes regarding the timely receipt of a Bid shall be decided in favor of Broward Health.

(c) ***Complete Bids***. All Bids submitted in response to this ITB must be complete with all the required documentation and specific response requirements provided in this Section and Section VI. (Minimum Requirements). If any forms or documents in the Bid Form Packet are not completed and included with a Bidder's Bid, such Bidder will be advised and will be allowed two business days to provide the missing documents. Should the Bidder not respond or provide the documents within two business days, the Bid shall be deemed incomplete and may not be accepted unless waived by the Chief Procurement Officer or Evaluation Committee for good cause and at their sole discretion.

(d) ***No Modifications or Material Alterations***. Under no circumstance may a Bidder modify or make any material changes or alterations to a Bid after the Bid Due Date as noted in the ITB Summary Page, as amended.

(e) ***Important Notice Regarding Public Records***. As a political subdivision of the State of Florida, Broward Health is subject to Florida's Sunshine Law (§ 286.011, Florida Statutes) and Florida's Public Records Law, and all materials received by Broward Health constitute public records under Florida's Public Records Law unless otherwise exempt. By submitting a Bid, the Bidder acknowledges that the materials submitted with the Bid and the results of Broward Health's evaluation are open to public inspection upon request in accordance with Florida's Public Records Law. All Bidders should take special note of this as it relates to trade secrets and proprietary information that might be included in such Bidder's Bid. To the extent a Bidder's Bid or any other supplemental documents a Bidder submits to Broward Health contain any trade secret or proprietary information and the Bidder wishes to assert any exemptions under Florida's Public Records Law, the Bidder must comply with the following redaction requirements:

IF THE BIDDER IS ASSERTING ANY PORTION OF ITS BID SUBMITTED UNDER THIS ITB OR ANY OTHER MATERIALS SUBMITTED TO BROWARD HEALTH PURSUANT TO THIS ITB ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION PURSUANT TO FLORIDA LAW, IT IS THE BIDDER'S RESPONSIBILITY TO (1) REDACT SUCH PORTIONS, AND (2) CLEARLY LABEL AND SPECIFY NEXT TO EACH SUCH REDACTED PORTION THE APPLICABLE STATUTORY FLORIDA EXEMPTION PROHIBITING DISCLOSURE FOR PUBLIC INSPECTION OR PRODUCTION OF THE BIDDER'S BID OR OTHER MATERIALS ("REDACTED MATERIALS"). WHEN SUBMITTING ITS REDACTED MATERIALS, THE BIDDER MUST, CONSISTENT WITH FLORIDA LAW, LEAVE ANY PORTION NOT EXEMPT OR CONFIDENTIAL

AND EXEMPT UNDER FLORIDA LAW UNREDACTED FOR PUBLIC INSPECTION. WHEN ASSERTING SUCH EXEMPTIONS, THE BIDDER MUST SUBMIT ONE SEPARATE ELECTRONIC FILE CONTAINING THE REDACTED MATERIALS AND SUCH REDACTED MATERIALS MUST CLEARLY CONTAIN AND IDENTIFY THE BIDDER'S NAME. THE FILE NAME MUST ALSO CONTAIN THE WORD "REDACTED" TO DIFFERENTIATE IT FROM THE NON-REDACTED SUBMISSION. A FAILURE BY A BIDDER TO PREPARE AND LABEL THE EXEMPT OR CONFIDENTIAL AND EXEMPT PORTIONS OF ITS BID OR OTHER MATERIALS SUBMITTED TO BROWARD HEALTH IN THE MANNER SPECIFIED ABOVE, OR IN THE MANNER SPECIFIED FOR FINANCIAL STATEMENTS AND INFORMATION PROVIDED BELOW IN SECTION VII.B(1)(E) (FINANCIAL STABILITY) (COLLECTIVELY, "NON-COMPLIANT MATERIALS") SHALL CONSTITUTE A COMPLETE WAIVER BY SUCH BIDDER OF ANY APPLICABLE EXEMPTIONS FROM DISCLOSURE OR ANY CONFIDENTIAL STATUS INCLUDING ONES THAT MAY BE APPLICABLE TO TRADE SECRETS UNDER FLORIDA LAW. BY SUBMITTING A BID IN RESPONSE TO THIS ITB, THE BIDDER HEREBY AGREES TO WAIVE ANY CAUSE OF ACTION OR ANY CLAIM FOR DAMAGES IT MAY HAVE AGAINST BROWARD HEALTH OR ANY OF BROWARD HEALTH'S BOARD MEMBERS, EXECUTIVES, OFFICERS, EMPLOYEES, OR AGENTS FOR THE RELEASE OF ANY NON-COMPLIANT MATERIALS PURSUANT TO A PUBLIC RECORDS REQUEST. FURTHER, THE BIDDER UNDERSTANDS AND AGREES THAT SHOULD BROWARD HEALTH DISAGREE THAT ANY OF THE BIDDER'S REDACTIONS OF ITS REDACTED MATERIALS ARE EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, WHETHER IN WHOLE OR PART ("DISPUTED SECTIONS"), BROWARD HEALTH RESERVES THE RIGHT TO RELEASE SUCH DISPUTED SECTIONS; PROVIDED, HOWEVER, IN SUCH EVENT, BROWARD HEALTH SHALL NOTIFY THE BIDDER PRIOR TO RELEASING SUCH DISPUTED SECTIONS TO ENABLE THE BIDDER TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. SHOULD THE BIDDER FAIL, WITHIN A REASONABLE TIME, TO TAKE SUCH LEGAL ACTION PREVENTING SUCH DISCLOSURE, THE BIDDER UNDERSTANDS AND AGREES THAT THE BIDDER IS WAIVING ANY CAUSE OF ACTION OR CLAIM FOR DAMAGES IT MAY HAVE AGAINST BROWARD HEALTH AND BROWARD HEALTH'S BOARD MEMBERS, EXECUTIVES, OFFICERS, EMPLOYEES, OR AGENTS FOR DISCLOSURE OF THE DISPUTED SECTIONS OF THE BIDDER'S REDACTED MATERIALS. THE BIDDER FURTHER UNDERSTANDS AND AGREES IF A REQUESTER OF PUBLIC RECORDS FILES AN ACTION IN COURT OR ANOTHER VENUE OF COMPETENT JURISDICTION ARGUING THAT ANY REDACTED PORTION OF THE REDACTED MATERIALS IS NOT EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, BROWARD HEALTH RESERVES THE RIGHT NOT TO DEFEND THE BIDDER'S POSITION REGARDING SUCH REDACTIONS AND EXEMPTIONS; PROVIDED, HOWEVER, BROWARD HEALTH SHALL NOTIFY THE BIDDER TO ENABLE THE BIDDER TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. BY SUBMITTING A BID IN RESPONSE TO THIS ITB, THE BIDDER AGREES TO INDEMNIFY AND HOLD BROWARD HEALTH, AND BROWARD HEALTH'S COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AWARD TO A PLAINTIFF FOR DAMAGES, COSTS, OR ATTORNEY'S FEES BASED UPON BROWARD HEALTH'S NONDISCLOSURE OF ANY PORTIONS OF THE BIDDER'S BID OR ANY OTHER MATERIALS OF THE BIDDER WHICH HAS BEEN PREPARED AND LABELED AS EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION, AND THE BIDDER FURTHER AGREES TO INDEMNIFY BROWARD HEALTH FOR ANY ATTORNEY'S FEES AND COSTS IT MAY INCUR IN DEFENSE OF SUCH NONDISCLOSURE.

By submitting a Bid in response to this ITB, the Bidder agrees to be legally bound by the foregoing terms and conditions of this Section.

B. Specific Response Requirements

In addition to any other applicable response or submission requirements otherwise noted in the instructions of this ITB, Bidders must respond in the precise sequential order to all of the following line-item requirements in this Section and its subsections. Inability to supply documentation or information acceptable to Broward Health in the sequential order requested below may, at Broward Health's sole and absolute discretion, result in rejection of the Bid. To the extent that any response to a section or subsection below is not applicable or no, Bidders shall respond "N/A" or "No" accordingly.

(1) **Corporate Overview**

(a) ***Authorized Representative***. The Bidder shall provide the name, title, and level of delegated authority of an Authorized Representative. For purposes of this Section, an "Authorized Representative" means a person that, through corporate formalities, action, or under the law, has been delegated lawful authority to sign documents, bind, and act for and on the behalf of the Bidder. The Authorized Representative is required to sign the Bid, all forms submitted with this Bid, and, as applicable, any confidentiality agreements.

(b) ***Corporate Information and Profile***. The Bidder shall provide:

i The full legal company name, the company's organizational status (e.g., corporation, general partnership, limited partnership, limited liability company, etc.), and the total number of employees;

ii The year in which the company was first organized to do business, the number of years in business, and whether the company's name and form of organization has changed since it was first organized;

iii The state where the company is organized or incorporated, the address of the company's headquarters and principal place of business, and whether the company is authorized to conduct business affairs in the State of Florida or is otherwise exempt pursuant to § 607.1501 or 617.1501, Florida Statutes;

iv A description of the Bidder's business along with a description of the Bidder's experience, competencies, and overall organizational capabilities; and

v Whether any change in ownership or control of the company is anticipated during the 12 months following the Bid Due Date, and, if so, the circumstances of such change and when the change will likely occur.

vi A Letter of Intent to Issue a Warranty by the approved roofing material manufacturer.

vii A copy of current Roofing Contractor license from the State of Florida.

viii A Bid Bond as indicated.

ix Certificate or letter demonstrating the ability to meet insurance requirements.

(c) ***Prior Experience on Similar Engagements***. The Bidder shall provide a narrative project summary highlighting the Bidder's experience and successful completion of engagements

and contracts similar in size, scope, and complexity to this ITB. The summary shall include the number of years that the Bidder has provided the goods or services requested in this ITB.

(d) ***Client References***. Using the References form provided in the Bid Form Packet, the Bidder shall submit a list of client references who have worked with the Bidder in the past three years and can attest to the Bidder's timely and stellar performance with providing goods or services similar and comparable in size and scope to the goods or services requested under this ITB. At least one of the references should be from an engagement the Bidder described above in Section VII.B(1)(c) (Prior Experience on Similar Engagements). The references must include current contact information and specific dates and details of the services or goods provided to the clients. All references provided by the Bidder will be contacted.

(e) ***Financial Stability***. Bidders shall demonstrate their financial stability, including having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract. To demonstrate the viability and financial stability of the Bidder, the Bidder shall:

(i) Disclose any and all judgments, pending or expected litigation, or other real or potential financial impediments, which might materially affect the viability or stability of the Bidder, or state that no such condition is known to exist; and

(ii) Submit evidence supporting the Bidder's financial stability, which may be established through the submission of any of the following:

a. Audited Financial Statements. One copy of the Bidder's annual reports and/or audited financial statements for the past three fiscal years in a separate electronic file named, "Financial Statements";

b. Investment Grade Rating Documentation. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the U.S. Securities and Exchange Commission;

c. Written Declaration for Businesses with Annual Revenues Over $1 Billion. For Bidders with annual revenues exceeding $1 billion, a letter containing a written declaration pursuant to § 92.525, Florida Statutes, issued by the Bidder's chief financial officer or controller attesting that the Bidder is financially stable and meets the definition of "financial stability" provided in § 287.057(27)(b), Florida Statutes; or

d. Written Declaration for Businesses with Annual Revenues Equal to or Under $1 Billion. For Bidders with annual revenues of $1 billion or less, a letter containing a written declaration pursuant to § 92.525, Florida Statutes, issued by the chief principal of the Bidder with documentation of key financial data for the past three fiscal years, including gross revenues, net operating income or loss, total income or loss, current and long-term assets, current and long-term liabilities, days' cash on hand, working capital ratio, and debt service coverage ratio.

Any financial statements or other financial information provided by Bidders in order to pre-qualify for bidding are exempt from disclosure pursuant to a public records request under § 119.071(1)(c), Florida Statutes. As such, to ensure that such statements are not disclosed pursuant to a public records request for Bids, each Bidder must submit the above-mentioned financial statements in separate files that are not combined with the Bidder's Bid. Broward

Health is not responsible for the inadvertent release of any Bidder's financial statements or information that is not submitted in a separate and conspicuously marked file(s) and, as provided above in Section VII.A(2)(e) (Important Notice Regarding Public Records), the failure of a Bidder to separately submit and mark such documents shall constitute a complete waiver by the Bidder of any exemption from the disclosure or confidential status of the Bidder's financial statements. A Bidder's failure to demonstrate their financial stability consistent with this Section and provide the foregoing evidence of financial stability may result in disqualification of the Bidder as nonresponsive.

(f) ***Oversight, Legal, and Administrative Actions***. The Bidder shall provide:

(i) A list of all complaints filed against the company within the last three years with any federal, state, or local consumer protection agencies (such as the Federal Trade Commission's Bureau of Consumer Protection or the Division of Consumer Services of the Florida Department of Agriculture) or any other public or private agency created for oversight and consumer protection (such as the Better Business Bureau), along with the circumstances surrounding and disposition of each complaint; and

(ii) A list clearly identifying which principal owners, if any, have been the subject of any criminal or civil legal action, including the circumstances and disposition or resolution of any such legal action.

(g) ***Pending and Prior Judgments***. The Bidder shall provide a list identifying and describing any threatened, pending, or past legal actions or judgments levied against the company within the last five years or against a bonding agency resulting from the company's poor or deficient performance (or alleged poor or deficient performance) under a current or prior contract. The list shall specifically describe the (i) circumstances, (ii) subject matter, (iii) status, and (iv) outcome of all such legal actions.

(h) ***Contractual Performance***. The Bidder shall provide details regarding any contract or engagement that during the previous five years the Bidder or any proposed subcontractor of the Bidder was:

(i) Terminated for default, issued a stop work order, or issued a notice to stop or suspend performance or delivery due to non-performance or poor or deficient performance regardless of whether it was litigated; or

(ii) Terminated for convenience, non-allocation of funds, or any other reason.

Each description must include: **(1)** the full details of the situation; **(2)** the result or disposition; **(3)** the client or other party's name; and **(4)** the Bidder's position on the matter.

(2) **Engagement-Specific Approach**

(a) ***Capabilities***. The Bidder shall provide a description of:

(i) The Bidder's resources and capabilities to provide the goods or services requested in this ITB;

(ii) How the Bidder is specifically and/or uniquely qualified to provide the good or services requested; and

(iii) Any other facts, circumstances, or qualifications bearing on or relevant to the Bidder's capabilities or competency to provide the goods or services in this ITB.

(b) ***Staffing and Resources***. Proper staffing, resources, and personnel are an essential component of providing services to Broward Health, and the Bidder shall assign a dedicated project manager and devote adequate resources and staff (if applicable) to the goods or services being provided to Broward Health. Any changes to any of the proposed personnel shall only be implemented after written approval from Broward Health. Accordingly, the Bidder shall provide:

(i) The name of the dedicated project manager(s) responsible for coordinating with Broward Health's designated project custodian and ensuring the success of this engagement, along with a one-page curriculum vitae demonstrating the project manager(s) success in similar engagements; and

(ii) Details concerning any staff and other resources that will be devoted to the services or goods provided herein if the Bidder is awarded a contract.

(c) ***Timeline and Project Implementation Plan***. The Bidder shall provide a timeline and implementation plan containing milestones for the project and a detailed contingency plan for flagging problems to ensure the project remains on schedule. This plan must include the start-up time from the date of contract execution.

(d) ***Subcontractors***. If the Bidder intends to subcontract or use any third party to perform any part of the Bidder's performance hereunder, the Bidder should provide:

(i) The name, address, telephone number, and email address of the subcontractor(s);

(ii) The specific tasks for each subcontractor(s);

(iii) A description of the qualifications and prior experience of each subcontractor;

(iv) The percentage of performance hours intended for each subcontract; and

(v) The total percentage of subcontractor(s) performance hours.

(3) **Pricing Proposal**. When submitting their pricing proposal, Bidders shall utilize the Bid Response Form published with this ITB on Broward Health's Current Bidding Opportunities and Information Page and the pricing submitted shall be based on the pricing structure designated in the Bid Response Form (e.g., unit pricing, lump sum, etc.). Submitting a pricing proposal without utilizing the Bid Response Form or submitting it utilizing an improper pricing structure may result in the Bidder being deemed non-responsive and may result in rejection of the Bid. Any features or options that are over and above the base requirements of this ITB should be separately listed with additional costs shown for each. If no cost is listed, any such optional feature shall be considered as part of the base Bid and, if awarded, shall be provided to Broward Health without any cost. Pricing may not be changed after the Public Opening and shall remain firm throughout the term of the contract. Broward Health reserves the right to increase, decrease, and/or choose the items and quantities for the engagement to meet its available budget and needs using the pricing provided in the Bid Response Form.

(4) **Small Business Enhancements**. As noted in Section III.A(3)(a) (Enhancements for Small Businesses) of this ITB, Broward Health, at its discretion, may apply certain Small Business Enhancements to ensure the participation of Certified Small Business Vendors in the procurement process. To the

extent a Small Business Enhancement has been approved for this ITB, it shall be so designated in the ITB Summary Page, as amended by applicable addenda. If Small Business Enhancements are applicable to this ITB, Certified Small Business Vendors must submit a copy of their certification with their Bid evidencing their status from Broward Health or one of its recognized Certification Partners to be eligible for such Small Business Enhancements. Documentation of status as a Certified Small Business Vendor that is submitted by a Bidder after the Public Opening may not be considered and may result in such Bidder forfeiting any applicable Small Business Enhancements under this ITB. If no Small Business Enhancement has been approved for this ITB, Bidders may disregard this Section. Bidders are also advised to review the Certified Small Business Vendor Subcontracting Requirements provided in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements) if the ITB Summary Page indicates that such requirements are applicable to this ITB.

(5) **Submission of Insurance Information**. As part of its Bid, each Bidder shall submit proof of insurance information or a letter from Bidder's insurance carrier that the Bidder qualifies for the minimum coverage provided in Section IV(17) (Insurance). Prior to the full execution of an agreement with Broward Health, the awarded Bidder(s) shall, in addition to any other requirements delineated in Section IV(17) (Insurance), furnish Broward Health with an updated certificate of insurance naming Broward Health as an additional insured.

(6) **Submission of Documentation Supporting Minimum Requirements**. Each Bidder, as part of its Bid, must submit appropriate documentation supporting the Bidder's conformance to the minimum requirements of this ITB, as described in further detail in Section VI. (Minimum Requirements).

(7) **Submission of Forms**. In addition to providing responses and supplying the information and documents referenced above, the Authorized Representative identified in Section VII.B(1)(a) (Authorized Representative) above must fully complete, sign, and submit all the applicable forms in the Bid Form Packet as part of the Bidder's Bid. The link to the Bid Form Packet can be found at Broward Health's Current Bidding Opportunities and Information Page at the link provided in the Webpage and Contact Information Section. The Bid Form Packet is composed of the following forms:

- Signature Authorization Form
- References
- Addenda Acknowledgement Form
- Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies
- Foreign Country of Concern Attestation (PUR 1355)
- Attestation of Principal Place of Business and Written Legal Opinion Under § 287.084 of the Florida Statutes
  - ***Please Note***: All Bidders must submit this form with the top portion completed. Only out-of-state Bidders are required to complete the remainder of the form and obtain the certification of a licensed attorney of the out-of-state Bidders' foreign state, as provided in greater detail in Section III.A(3)(b) (Preference to Florida Businesses).
- Tie-Breaker Eligibility Certification Form

Broward Health
Supply Chain Services

1800 N.W. 49th Street
Fort Lauderdale, FL 33309

SUBMISSION CHECKLIST

Failure to adhere to the requirements of this ITB and failure to submit the proper forms and documents may result in rejection of the Bidder's Bid at Broward Health's sole and absolute discretion. Accordingly, the following checklist, which outlines certain critical requirements of this ITB, is being provided for the convenience of the Bidders and does not need to be submitted with the Bidders' Bids. This checklist is not exhaustive and should not be used as a replacement for reading the entire ITB. In the event of any conflict between this checklist and the ITB document's terms, conditions, required documents, or response instructions, the ITB document shall control and govern the ITB process.

1. ☐ **Register in Broward Health's Vendor Registration System (VRS)**. Registration in Broward Health's VRS is required, and all Bidders and subcontractors must register and submit all the documentation requested in Broward Health's VRS if they wish to bid on this competitive solicitation and do business with Broward Health. Please use the Broward Health's Vendor Registration System hyperlink provided in the Webpage and Contact Information Section to register. If you require assistance completing the registration, you may contact Vendor Relations. The Vendor Relations Contact Information can be found in the Webpage and Contact Information Section.
2. ☐ **Read the Entire Document**. The requirements of Broward Health's ITBs change for each ITB. Please make sure that you note critical items such as contract requirements (Broward Health's General Terms and Conditions), required submissions, engagement-specific specifications, protection of trade secret and proprietary information in cases of public records requests, "shall" and "must" statements, minimum requirements, required goods and services, submittal dates, documents requested, maximum number of files allowed, etc.
3. ☐ **Take Note and Be Aware of Important Dates**. Take note of the "Key Dates" Section of the ITB Summary Page. All deadlines are final unless otherwise stated or unless amended via an addendum.
4. ☐ **Note the Bids Department Contact Information**. The Bids Department is the single point of contact for this ITB and communications concerning this ITB may only be communicated to the Bids Department and the individuals of the Bids Department. Bidders may not contact or communicate with any other department or individual from Broward Health regarding this ITB.
5. ☐ **Participate in the Pre-Bidders Meeting if Offered (Even if Not Mandatory)**. Even if it is not mandatory, all Bidders are encouraged to participate in any Pre-Bidders Meetings (if offered). These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the engagement and scope of work, and for Bidders to notify the Bids Department of any ambiguities, inconsistencies, or errors in the ITB. Bidders wishing to attend any Pre-Bidders Meetings must RSVP by emailing the Bids Department Email and including "RSVP – Pre-Bidders Meeting for [ITB Title and Number]" in the email's subject line.
6. ☐ **Take Advantage of the Vendor Inquiry Period**. All questions must be submitted to the Bids Department no later than the Vendor Inquiry Deadline noted on the ITB Summary Page, as amended. Questions submitted after the Vendor Inquiry Deadline may not be addressed. All questions will be addressed through written addenda issued under this ITB.
7. ☐ **Carefully Review any Addenda to the ITB**. Before submitting your Bid, review any addenda issued in connection with this ITB. All addenda will be posted on Broward Health's Current Bidding Opportunities and Information Page (located in the Webpage and Contact Information Section). If any addenda have been issued for this ITB, you must submit an Addendum Acknowledgement Form with your Bid indicating you are aware of and read the addenda issued for the ITB. The Addendum Acknowledgement Form is included in the Bid Form Packet.
8. ☐ **Follow the Format Required by the ITB when Preparing your Bid**. A complete copy of the entire Bid must be included as one document in PDF format. Your Bid should contain the following characteristics:
    a. ☐ All file names should begin with the Bidder's name and identify the subject matter of the file.
    b. ☐ The Bidder's name should be typed conspicuously on the front cover page of the Bid.
    c. ☐ All pages should be numbered.

d. ☐ A table of contents should be included.

e. ☐ All answers to questions should be numbered and be responded to in the same sequential order as written in the ITB.

f. ☐ Supplemental information included in the Bid must be designated as supplemental.

g. ☐ No more than five files in total should be submitted.

9. ☐ **Respond to the ITB's Inquiries and Requirements**. Read and respond to all the ITB's requirements. Provide point-by-point responses to all evaluation criteria clearly and concisely but with enough detail for your Bid to be adequately evaluated. Don't assume Broward Health or the members of the Evaluation Committee will know your company's capabilities or what goods or services you can provide, even if you have previously contracted with Broward Health. The Bids will be evaluated based on the information and materials you provide in your Bid. To that end, make sure all the following Sections, to the extent required under this ITB, are completed in a detailed manner and all requested documents are submitted.

   a. ☐ Minimum Requirements (if applicable) with all supporting documentation

   b. ☐ Corporate Overview (with all supporting documentation such as evidence of financial stability provided in a separate electronic file)

   c. ☐ Engagement-Specific Approach

   d. ☐ Small Business Enhancements (if applicable) with all supporting documentation

   e. ☐ Pricing Proposal (submitted in the format designated in the Bid Response Form)

   f. ☐ Proof of Insurance Information or Letter from Insurance Carrier

   g. ☐ Completed Bid Bond Form (if applicable)

10. ☐ **Submit all Required Forms Included in the Bid Form Packet**. Make sure you submit all the following forms from the Bid Form Packet (available at https://www.browardhealth.org/vendor/current-opportunities) and complete them in their entirety.

    a. ☐ Signature Authorization Form

    b. ☐ References

    c. ☐ Addenda Acknowledgement Form

    d. ☐ Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies

    e. ☐ Foreign Country of Concern Attestation (PUR 1355)

    f. ☐ Attestation of Principal Place of Business and Written Legal Opinion Under § 287.084 of the Florida Statutes (the top to be completed by all Bidders and the remainder of the form to be completed for out-of-state Bidders)

    g. ☐ Tie-Breaker Eligibility Certification Form

11. ☐ **Submit your Bid on Time to the Correct Location**. Note the date and time listed on the front page of the ITB, in the "Key Dates" Section of the ITB Summary Page, and in any applicable addenda. Be sure to submit all required documents, files, and items on time. Bids submitted late will not be considered. Finally, make sure that everything is uploaded to the correct electronic repository at the link provided in the "Bid Submissions and Responses" Section of the ITB Summary Page. Bids that are emailed or incorrectly uploaded may be rejected.