



BROWARD HEALTH

**303 SOUTHEAST 17TH STREET
FORT LAUDERDALE, FL 33316**

OUTPATIENT BREAST PUMP RENTAL SERVICES REQUEST FOR PROPOSAL

**RELEASE DATE: Thursday, February 25, 2010
DUE DATE: Prior to 3:00 P.M., Wednesday, April 7, 2010
RFP OPENING: 9:00 A.M., Thursday, April 8, 2010**

REVISED DUE & OPENING DATES PER ADDENDUM ONE

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**BROWARD HEALTH
REQUEST FOR PROPOSAL**

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. North Broward Hospital District d/b/a Broward Health (Broward Health) will receive sealed responses ("Response[s]") to this Request for Proposal ("RFP") from persons or entities who wish to provide "Outpatient Breast Pump Rental Services" ("Contractor"). **Contractors must submit one (1) original and eight (8) copies of the sealed Specification Response and two (2) complete responses on virus-free CD-Rom media.**
2. Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All Responses must be directed to the Broward Health Corporate Resource & Materials Management, Information Systems Center, 1608 SE 3rd Avenue, Ft. Lauderdale, Florida, 33316. All Responses must arrive in the Corporate Resource & Materials Management, Information Systems Center, **no later than 3:00 P.M. on Wednesday, April 7, 2010.** If submitting a Response by mail, Contractors must allow sufficient time for mailing. If submitting a Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the Response only if requested.
3. Responses received after the closing time and date, for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of a Response shall be decided in the favor of Broward Health.
4. Firms responding to this RFP may return your RFP response including the correct number of copies by placing your response (s) into a sealed container utilizing the suggested RFP identification label in this formal RFP. Any Response not returned in the appropriate format in a sealed container/envelope with a completed response label taped on the outside of the sealed container may be rejected. Please complete required information on the mailing label, complete company name and address in upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED."
5. All submitted Responses must be complete. If any part of the required material is not submitted in whole, the Response will be deemed incomplete and not acceptable. Supplemental information may be attached to the Response, but must be designated as such.
6. Under no circumstance may a Contractor withdraw or modify a Response after **3:00 P.M., Wednesday, April 7, 2010.**
7. Broward Health understands that the supplies, products, equipment, software or services requested in this RFP may vary from company to company in technique and material. All specifications set forth in this RFP are to be considered and construed as a general description of function, purpose and performance of the items desired. Any use of brand names or catalog numbers in the specifications is intended only as a description of the type of product and does not restrict bidding to any endorsed product. No Response will be disqualified from consideration where items offered by the Contractor are substantially equivalent in quality, purpose and standards, even though it does not correspond exactly to the description contained in the specifications. Where differences exist, they shall be separately identified in an addendum to the Response with a specific and concise explanation of what differences exist, why such differences do not substantially deviate from the quality, purpose and standards of the items specified, and define any impact on the construction schedule and electrical, mechanical or structural engineering calculations and/or specifications. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.
8. Broward Health will consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.

9. Employees and Officers not to Benefit - No Broward Health employee or officer shall have any ownership or monetary interest, share, or part of any contract. Nor shall any Broward Health employee or officer personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.
10. Conflict of Interest - There shall be no dealings between the Contractor and Broward Health that might be construed as a conflict of interest. The Contractor 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.
11. Diverse Vendor Participation - Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs and WBEs approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of 10% Scoring Criteria for BH Certified Diverse Vendors has been approved.** Qualified Diverse Vendors responding to this RFP must submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their formal quote response.

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our website @ www.browardhealth.org/diversity or by contacting the Office of Supplier Diversity (OSD) at 954-847-4467 and Fax 954-847-4244.

12. Contractor Registration - Contractor must be a registered vendor with Broward Health to contract with Broward Health. If a Contractor is not registered with Broward Health, then any Response submitted will not be considered until the Contractor completes and submits the required registration. Registration can be accessed via Broward Health's website at <http://www.browardhealth.org/registration>. All questions regarding the Registration process shall be directed to **Contracts Administration** at (954) 355-5133 or via email at vendorrelations@browardhealth.org.
13. Contractor Contact with Broward Health Representatives - Questions regarding Request for Proposal process and protocol should be directed to Mr. Larry Kemp, Bid Coordinator via e-mail only at lkemp@browardhealth.org. Technical questions should be directed to Ms. Alanna Yormark, BGMC Nurse Manager 954-355-5847 or via e-mail at ayormark@browardhealth.org. Electronic versions of this RFP may be received by email request to jcaputa@browardhealth.org
14. The submission of a Response shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this RFP.

15. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting a Response, Contractor acknowledges that the materials submitted with the Response and the results of Broward Health's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Response.
16. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) of the Florida Statutes states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, and may not submit bids 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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Contractor's Response should include a verified certification that it has not been placed on the State's convicted Contractor list within the last 36 months. Please complete "Sworn Statement," Section of RFP document.
17. Responses will be opened in the Public RFP Opening to be held in the Broward Health Information Systems Building, Corporate Resource & Materials Management, 2nd floor Conference Room, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316 beginning at **9:00 A.M., Thursday, April 8, 2010.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites qualified firms to submit a proposal for consideration by Broward Health to provide: Outpatient Breast Pump Rental Services with Broward Health. The successful candidate will have documented healthcare experience providing leased and loaner hospital-grade electric breast pumps for our program. The contractor providing the breast pumps for lease/loan should also be able to provide personal breast pump kits for purchase by the hospital/Lactation Center.
2. Broward Health will use a two-part evaluation process for this RFP. In the first part (the Part A evaluation), Broward Health RFP Committee will review all timely submitted Responses with respect to completeness, accuracy and content, at a public scoring/evaluation meeting that will be held at a subsequent time; the particular dates, times and location will be noticed 72 hours prior to the public scoring meeting on the Broward Health "Sunshine Board" located on the first floor of the Broward Health Information Systems Building, 1608 S. E. Third Avenue, Ft. Lauderdale, FL, 33316. The evaluation criteria for this "Part A" evaluation is more fully set forth in Section III below. Broward Health anticipates selecting and inviting approximately three Contractors whose scores on the "Part A" evaluation ranked the highest to make in-person oral presentations (the "Part B" Presentation Process) to Broward Health RFP Committee. The evaluation criteria for this "Part B" presentation is more fully set forth in Section III below. Following the "Part B" presentation, the scores from the "Part A" evaluation will be combined with the scores from the "Part B" presentation as detailed in "Part C," which comprises the Contractor's total score. Broward Health RFP Committee will then rank the Contractors based upon the total scores and submit the ranking to Broward Health Director of Corporate Resource & Materials Management for approval. Upon approval, Broward Health will then negotiate a contract with the highest ranked Contractor. If Broward Health is unable to negotiate a satisfactory contract for any reason, Broward Health shall formally terminate negotiations with the highest ranked Contractor. Broward Health shall then undertake negotiations with the second highest Contractor. Failing to negotiate a satisfactory contract with the second highest ranked Contractor, Broward Health shall again formally terminate negotiation and shall undertake negotiations with the third highest Contractor. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and continue negotiations in accordance with this paragraph until an agreement is reached.
3. The issuance of this RFP constitutes only an invitation to submit a Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the Response satisfies the criteria established in this RFP.
4. No provision in the RFP is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of a Response, any RFP procedure or requirement that is not made mandatory by statute.
5. The issuance of this RFP and the receipt of information in response to this document 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 Contractor for any costs, losses or expenses incurred by Contractor in connection with submitting a Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner deemed appropriate.
6. Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFP at any time.
7. Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever any or all Responses submitted.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete Response, on any portion of the Response, or on any particular items of the Response, as it deems to be in the best interest of Broward Health.

9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiation have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.
10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. RFP Disputes: Administrative Remedy - It is the policy of Broward Health to resolve bid disputes between the Contractor and Broward Health at the lowest level possible. If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall send written notice of dispute to Broward Health Director of Corporate Resource & Materials Management within 5 business days after the issue arises or the Contract is awarded. Within 10 business days from the date of receipt of the Contractor's dispute, the Director of Corporate Resource & Materials Management will render a written decision on the dispute and forward the decision to the Contractor via the appropriate chain of command. A Contractor may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer of Broward Health within 5 business days after receipt of the Director of Corporate Resource & Materials Management written decision. The notice of appeal shall be accompanied with copies of the Contractor's notice of dispute, the Director of Corporate Resource & Materials Management written decision and any other documents the Contractor requests are considered. The Senior Vice President/Chief Financial Officer of Broward Health shall render a written decision within 5 business days after receipt of the notice of appeal. This decision shall be a final order on the bid dispute. Until a final order is entered under this administrative remedy procedure, Contractor shall not be entitled to institute an action contesting this RFP, the RFP process, or the Contract award.
12. Disclaimer – Broward Health reserves the right to conduct site visits to Contractor's business location(s) and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the result of site visits or live presentations.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. **Part A - Evaluation Process**

The RFP Committee shall review all Responses received by **3:00 P.M., on Wednesday, April 7, 2010** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
• Diverse Vendor Participation	10%
• Contractor Business Strength	30%
• Contractor Performance Standards	30%
• Business Offering	<u>30%</u>
Total	100%

2. **Part B - Presentation Process** Health's Selection Committee. The order of the presentations shall be at the sole discretion of Broward Health. Contractors who are unable to make a presentation on the appointed date and time shall be disqualified. Each presentation will be for approximately 60 minutes including questions. Each finalist will be provided with a detailed requirements document to be covered during the presentation.

3. **Part C - Calculation of Scoring and Ranking For Contract Negotiations**

Upon completion of the Part B - Presentation Process, the scores for each Contractor from the Part A - Evaluation Process and Part B - Presentation Process shall be combined and calculated as follows to arrive at a total score for each Contractor:

Score from Part A - Evaluation Process	60%
Score from Part B - Presentation Process	<u>40%</u>
Total	100%

The RFP Committee shall submit results and recommendation to the Director of Corporate Relations and Materials Management for approval. The process will then follow the process outlined in Section II, article 2, page five, until a satisfactory contract is reached.

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.
 - a. **Thursday, February 25, 2010** - Copies of the RFP will be available. RFP will be available on web page www.browardhealth.org.
 - b. **Prior to 3:00 P.M., Wednesday, April 7, 2010** - Responses must be received.
 - c. **9:00 A.M., Thursday, April 8, 2010** - Public RFP Opening to be held in Broward Health Information Systems Building, 2nd^d Floor Corporate Resource & Materials Management Conference Room, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316.
2. "Part A" - Evaluation Process
Responses shall be evaluated and ranked.
3. "Part B" - Presentation Process
Highest ranked Contractors will present their in-person oral presentations to the RFP Committee on the dates and at the times to be scheduled. Approximately two weeks notification will be provided to finalists allowing for oral presentation preparation..
4. "Part C" - Calculation of Scoring and Ranking For Contract Negotiations
Upon completion of the "Part B" Presentation Process and the meeting immediately following, the scores for each Contractor will be calculated mathematically. The final ranking (The Part C Scoring) for each Contractor will be based upon the combined totals of "Part A" and "Part B" as detailed in this RFP.
5. The Part C scoring will then be presented to the Board of Commissioners at the next Board meeting for approval. Following approval, contract negotiations will commence the highest ranked Contractor.

SECTION IV: DIVERSE VENDOR PARTICIPATION

Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs, and WBEs approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of 10 evaluation points - RFP Scoring Criteria has been approved for this RFP.**

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our website @ www.browardhealth.org/diversity or by contacting the Office of Supplier Diversity (OSD) at) at 954-847-4467 and Fax 954-847-4244.

The scoring evaluation points will be awarded to respondents who are BH Certified Diverse Vendors and Non-Certified Diverse Vendors, who document Certified Diverse Vendor solicitation and utilization (past and planned for this RFP). *All vendors must respond to each section; if negative or not applicable, please note "NO" or "N/A" accordingly.*

Shown hereunder are the criteria for awarding the RFP Scoring Criteria evaluation points:

- 1) The maximum evaluation points, as approved in this RFP, will be awarded to all BH Certified Diverse Vendors. Certified Diverse Vendors responding to this RFP **MUST** submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their RFP response. BH approved certification partners are:
 - State of Florida – Officer of Supplier Diversity
 - School Board of Broward County- Office of Supplier Diversity
 - Florida Regional Minority Business Council (FRMBC)
 - Florida Women Business Development Center (FWBDC)
 - Broward County Government –Office of Small Business Development
 - Miami Dade County Government – Office of Business Development
 - Palm Beach County Government – Office of Small Business Assistance
- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:
 - a. **Solicitation** - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company's procurement of goods and services. Include relevant sections of your company's policies and procedures on procurement of goods and services with diverse vendors. Documentation **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - b. **Planned Utilization** – Provide a description of the planned utilization of BH's Certified Diverse Vendors, as sub-contractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Diverse Vendor(s) on this RFP. Documentation of planned Utilization **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - c. **Past Utilization** – Please provide documentation / reports of your company's past utilization of SBEs/MBEs/WBEs on prior projects/contracts to receive the evaluation points assigned to this section.

V. BROWARD HEALTH GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this RFP process. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

1. **Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination.
2. **Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 120 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination.
3. **Tax Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) 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.
4. **Sovereign Immunity.** The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this 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. Further, any provision in this 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 or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes.
5. **Term.** The term of this Agreement shall be three years, unless otherwise agreed to in writing ("Initial Term"). Broward Health, in its sole discretion, may renew this Agreement for two- (2) additional one- (1) year terms upon giving Contractor written notice of its intent to renew at least (90) days prior to the expiration of the current term ("Renewal Term"). Any Renewal Term shall be on the same terms and conditions of the Initial Term, including all payment and pricing provisions.
6. **Warranty and Indemnification.** Contractor warrants the performance of the Services to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees 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 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.

7. **Insurance.** Contractor shall, at all times during the Initial Term of this Agreement and any Renewal Term, maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with an AM Best "A" rating. The following have been established by Broward Health as acceptable coverages and limits. Any deviations from the limits and coverages must be acceptable to Broward Health prior to contract implementation.

Comprehensive Commercial General Liability (Products & Completed operations, Third party liability, property damage, fire, medical)	\$1 million/\$2million
Employee Dishonesty	\$50,000
Worker Compensation	Statutory Limits
Automobile (owned, non owned & leased)	\$1 million
Umbrella Liability	\$1 million

Contractor shall provide Broward Health with a certificate of insurance naming Broward Health as an additional insured prior to the execution of this Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFP submission, Contractor shall provide proof of insurance in compliance with this RFP or letter from insurance carrier that Contractor shall qualify for coverage defined above and that such coverage will be in place prior to execution of an Agreement with Broward Health.

8. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

9. **Compliance with Law.** Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.

10. **Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent.

11. **Public Records Law.** As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. If this Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

12. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (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 agents, representatives, and employees will not, disclose any Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements

mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.

13. **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 the principles of conflict of laws thereof. 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.
14. **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. Broward Health's liability for 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 section 768.28, Florida Statutes, as amended.
15. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the 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 the Contractor performs any services which are the subject of this Agreement.
16. **Partial Invalidity.** 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.
17. **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.
18. **Provisions Binding.** 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 respective heirs, legal representatives, successors and assigns.
19. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
20. **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, 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.
21. **Non - Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.

22. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
23. **Limitation of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
24. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
25. **Entire Agreement.** This Agreement consists of the Request for Qualifications and specifically this Section V, Contractor's Response and any written agreement entered into by Broward Health and Contractor. To the extent that the agreement entered into by Broward Health and Contractor conflicts with, modifies, alters or changes any of the terms and conditions contained in Section II of the Request for Qualifications, then Section V of the Request for Qualifications shall control. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by Broward Health and Contractor.
26. **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.
27. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.
28. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
29. **Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention Accounts Payable Department and shall be payable 30 days after receipt of the invoice, unless otherwise set forth in the Agreement. Invoices shall include the following information: 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.

30. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the 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.
31. **Discounts.** In connection with any discount offered by the 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.
32. **Travel Expenses.** Any reimbursement of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT AND RESPONSE LABEL

This signature authorization must be signed by an individual who has authority to bind Contractor to the submitted Response to be considered. Please include this section in each of your response copies.

DATE: _____ PAYMENT TERMS: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

TITLE: _____

(PRINT/TYPE NAME) _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

- 1. Contractors must submit one (1) original and eight (8) copies of the sealed Specification Response and two (2) complete responses on virus-free CD-Rom media.**
- 2. Contractor must submit one (1) original "Signature Authorization" Page.**
- 3. Contractor must submit One (1) original Signed & notarized copy of "Sworn Statement" Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes; and**
- 3. Contractor must submit proof of current liability insurance coverage.**



SWORN CERTIFICATE UNDER SECTION 287.133
OF THE FLORIDA STATUTES, PUBLIC ENTITY CRIME PROVISION

STATE OF _____

COUNTY _____

Before me, the undersigned notary public, personally appeared _____,
in his/her capacity as _____
_____ of _____
_____ (“Contractor”) who, having taken an oath deposes and
says:

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.

2. Contractor’s business address:

and the Contractor’s Federal Employee Identification Number (FEIN) is
_____.

3. Contractor is familiar with and understands all of the provisions contained in Section 287.133 of the Florida Statutes concerning a public entity crime.

4. Contractor certifies that one of the following is true and correct:

_____ Neither Contractor nor any affiliate of Contractor has been placed on the state’s Convicted Vendor List following a conviction within 36 months prior to executing this Certificate; or

_____ Although Contractor or an affiliate of Contractor was placed on the Convicted Vendor List within the last 36 months, the Contractor or its affiliate has been removed from the List pursuant to Section 287.133 (3) (f) of the Florida Statutes.

5. Contractor acknowledges that the North Broward Hospital District is a public entity as defined in Section 287.133 (1) (f) of the Florida Statutes and that the North Broward Hospital District is relying upon this Certificate in accepting Contractor’s bid with a potential for awarding the contract to Contractor.

6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

CONTRACTOR:

BY: _____
Name: _____
Title: _____

Sworn to and subscribed before me this _____
Day of _____, 2010 by
_____ in his/her capacity as _____
_____ of _____,
who is personally known to me or who has produced _____ as identification, and
who did take an oath.

Notary Public

Printed Name
(printed, typed or stamped)

My Commission Expires:

THIS IDENTIFICATION LABEL MUST BE TAPED ON OUTSIDE OF SEALED RESPONSE CONTAINER.

FROM _____

**BROWARD HEALTH
CORPORATE RESOURCE & MATERIALS MANAGEMENT
1608 S.E. 3RD AVENUE
FORT LAUDERDALE, FL 33316**

RFP RESPONSE:

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: OUTPATIENT BREAST PUMP RENTAL SERVICES

RETURN DATE: Prior to 3:00 P.M., Wednesday, April 7, 2010

SECTION VII: TECHNICAL/SPECIFICATIONS/RESPONSE REQUIREMENTS

SCOPE OF SERVICE

Broward Health is seeking a provider for Outpatient Breast Pump Rental Services with Broward Health. The successful candidate will have documented healthcare experience providing leased and loaner hospital-grade electric breast pumps for our program. The contractor providing the breast pumps for lease/loan should also be able to provide personal breast pump kits for purchase by the hospital/Lactation Center.

Broward Health is an integrated, tax assisted, not-for-profit healthcare delivery system serving the northern two thirds of Broward County, Florida, and headquartered in Fort Lauderdale, Florida. Broward Health is a special independent taxing district created by Florida Statute. Management of Broward Health is independent of metropolitan and city governments. The governing body of Broward Health is the Board of Commissioners composed of seven members appointed by the Governor.

Broward Health is comprised of four hospitals with approximately 1,500 beds, and over 40 satellite facilities, which includes a home health agency, primary care clinics and physician offices. There are approximately 8000 employees. The successful Contractor shall meet all clinical requirements as detailed in this RFP. These services will be used at both BGMC and CSMC. The successful Contractor shall provide pumps and consumable supporting supplies on an agreed upon rental charge (BGMC only) and loaner pumps at no charge to be utilized at both BGMC and CSMC.

Broward Health's annual births at BGMC are 3600 and at CSMC is 2344. The percentage of breastfeeding moms at BG is 85% and at CS is 80%. On an annual basis the number of NICU admissions at BG is 887 but continues to increase and annualized is 1006 admissions at BG and 231 at CS. Assuming that all NICU breastfeeding moms would use breast pumps then usage would be 87% of the total NICU admissions.

MINIMIUM REQUIREMENTS

Broward Health provides hospital-grade electric breast pump rentals through the BGMC Lactation Center to mothers who deliver at Broward General and to the community at large. We are currently the only hospital in Broward County providing outpatient breast pump rental services.

Broward Health also provides bedside availability of hospital grade electric breast pumps at our facilities with maternity services for mothers in the immediate post-partum period, mothers who are providing breast milk for infants hospitalized in our NICU, PICU and Pediatric units, as well as breastfeeding mothers who have been admitted to any other unit of the hospital and are separated from their breastfeeding babies. These mothers are also provided with the appropriate breast pump kits to use with the hospital- grade pumps. The recognized standard of care to protect the milk supply for mothers who are separated from their babies or whose babies cannot nurse effectively is the use of a hospital- grade electric breast pump.

Broward health is committed to supporting the US Dept of Health and Human Services’ breastfeeding goals, and, as an employer, we provide a “mother’s Corner” outfitted with hospital-grade electric breast pumps for our employees use during breaks and mealtimes.

The company partnering with Broward Health to provide leased and loaner hospital-grade electric breast pumps for our program should be able to meet the following requirements. **The following “Minimum Requirements” for RFP Respondents are absolute. Submission of a response to this RFP shall be treated as agreement to all the following terms, which must be accepted by Contractor at the time of negotiation, and final agreement. Failure to meet any of these requirements may result in rejection of the RFP response. All respondents must answer “yes” or “no” for each of the following line item requirements.**

Minimum Requirement	YES	NO
1. The contractor should be able to provide a minimum of 60 leased hospital-grade electric breast pumps to Broward Health for rental at the beginning of the contract period, with the ability to increase that number if needed.		
2. The contractor should provide a minimum of 50 loaner pumps (at no charge), on trolleys as needed, for inpatient use and use in the “Mother’s Corner”, with the ability to increase that number if needed with no extra charge.		
3. Loaner pumps shall be maintained and repaired by the contractor.		
4. The contractor will have representatives available to assist in the unpacking and assembling of pumps and trolleys.		
5. The contractor will provide in-services on breast pump use to hospital staff (all shifts) at the inception of the contract and as deemed necessary by Broward Health.		

Minimum Requirement	YES	NO
6. Loaner pumps may be used anywhere in the hospital. Broward Health may also use these pumps for an NICU loaner program or indigent care pump program.		
7. The contractor will submit a monthly invoice for leased pumps with the serial number of each leased breast pump listed.		
8. The contractor will submit a yearly itemized list of loaner pumps w/serial numbers for inventory purposes.		
9. The contractor will assist in maintaining the Broward Health "Mother's Corner" to include pumps, pump maintenance and handouts.		
10. The contractor will provide informational tear sheets and brochures supporting breastfeeding to Broward Health as requested, free of charge.		
11. The contractor will provide a loss and damage waiver program for leased pumps		
12. The contractor will supply the BGMC Lactation Center with a free sample of each type of personal electric breast pump they inventory for use as a demonstration model. New samples will be provided as new products/packaging comes on the market.		

Minimum Requirement	YES	NO
<p>13. The hospital-grade electric breast pumps being leased/loaned to Broward Health should meet the following criteria (indicate Yes or No for each line item):</p> <p>The breast pumps should be hospital-grade, multi-user electric pumps with the capability of being used for either single or double pumping.</p> <p>The suction settings on the pump should range from 0-250 mmHg on single pumping and 0-220 mmHg on dual pumping.</p> <p>The breast pumps should have cycle settings ranging from 30-60 cycles per minute.</p> <p>Suction and cycling should operate independently of one another, allowing mothers more setting options to optimize their comfort and milk volume.</p> <p>The breast pumps should have FDA market clearance, UL listing and approval.</p> <p>The breast pumps should be easy to clean with hospital approved disinfectant and should not require disassembly for cleaning.</p>		

Minimum Requirement	YES	NO
<p>14. The contractor providing the breast pumps for lease/loan should also be able to provide personal breast pump kits for purchase by the hospital/Lactation Center which meet the following criteria.</p> <p>For general stock by Materiel's Management, a sterile, single kit with one bottle and a manual pumping option should be available.</p> <p>A sterile single kit with one bottle without a manual pumping option, complete in one package, should be available for use in upgrading appropriate clients to double pumping.</p> <p>A sterile double kit including two bottles without a manual pumping option should be available for those clients who will be exclusively using a double electric breast pump.</p> <p>The pump kits should be pre-assembled, easy to use and compatible with all electric breast pumps offered by the same manufacturer.</p> <p>The kits should have a barrier filter which creates a viral and bacterial filter to protect breast milk from contaminants.</p> <p>All kits should be BPA free.</p> <p>All kits should demonstrate ease of use for both staff and clients.</p> <p>Kits should be compatible with personal use pumps offered by the manufacturer to allow for an easy and inexpensive transition for clients switching from a hospital-grade breast pump to a personal use electric breast pump.</p>		
<p>15. Contractor is to be responsible for all servicing and scheduled maintenance (SM). SM's are to be performed annually and service as needed to include battery (if applicable). If option by vendor is to exchange defective unit, exchanged unit must be received within 10 working days at Contractor's shipping expense.</p>		

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response or registering a score of zero by the RFP committee member (s) for that section. Please submit proof of compliance/documentation/plan/policy to the following subsections A, B, and C.

A. CONTRACTOR'S BUSINESS STRENGTH

1. Contractor shall provide the name of company, length of time in business under company name, number of employees, location of principal office and office designated for this engagement.
2. Contractor shall provide a brief corporate profile including national and local location of operation, number of continuous years in business and an organizational detail of corporate structure and staffing to be assigned to Broward Health account.
3. Contractor shall identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years. Describe the circumstances, status and outcome of all litigation from actions brought as a result of performance under prior or current contracts. Include subject matter, status and resolution.
4. Contractor shall provide its annual reports and/or audited financial statements for the past three (3) fiscal years. Please indicate total new business at the end of each of the last three fiscal years, the number of clients that were 'lost' to other industry like vendors, and the average number of years each client has been using Contractor's services. For those firms unable to provide audited financial statements, please provide key financial data for the past three (3) 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.
5. Contractor shall detail your firm's commitment to providing Broward Health "on site" support ensuring the highest level of customer services, e.g., liaison to Broward Health's system operational issues. Detail hiring and background check for new staff and ongoing competency.
6. Contractor shall provide a work plan with milestones for the project and detail contingency plan for flagging problems for this project to keep it on schedule. Include "start up" time from date of contract implementation.
7. Contractor shall submit list of current national, state, county healthcare client references. The list must include contact information and specific detail of services provided to these clients. References will be contacted and contractor will be evaluated based on input received from references.

B. CONTRACTOR PERFORMANCE STANDARDS

1. Contractor shall provide a dedicated Program Coordinator(s), accountable for the success of this proposed business partnership with Broward Health to coordinate all services with Broward Health Project Leader. Please include a one page Curriculum Vitae of person(s) assigned to Broward Health account demonstrating success in projects similar in scope as detailed on Page 14 of this RFP.
2. Contractor shall provide outstanding customer service, including, but not limited to “1-800” numbers, annual sponsored conferences, user groups, help desks, Internet information services, etc. Please detail services available, including skill set and qualifications of support staff.
3. Contractor and Broward Health representative will monitor the contract via scheduled reports and meetings as agreed upon.
4. Contractor shall provide a representative who must sign executed confidentiality agreements for firm and all persons providing services within the scope of this contract. Detail corporate H.R. policies including training of individuals assigned to Broward Health account ensuring strict compliance with corporate confidentiality guidelines.
5. Contractor shall provide outstanding product service ensuring that all products, both pumps and consumable supplies, meet critical standards of performance. Please detail your service protocols. Broward Health has critical concerns regarding sterility of pump kit accessories. Specifically address your methodology/safety measures for prevention of contamination to mother and baby
6. Contractor shall provide complete detail on proposed pumps, pump kits and accessories being offered for this engagement. Detail shall include manuals for operation, product maintenance and patient instructions.
7. Contractor shall detail their repair/replacement program for all pumps on this contract. Broward Health at a minimum requires the Contractor to be responsible for all shipping costs for the return of all repaired equipment.

C. BUSINESS OFFERING

The prices submitted for services and products should support the ongoing Broward Health policy of providing breast pump rental prices that are affordable to our patient population while still maintaining a reasonable profit margin to sustain our ongoing services.

Specify Pump, Pump Kit and Consumable Products being offered for this engagement.

Monthly Lease Rental fee _____

Single Pump Kit with Manual Option Charge: _____

Single Pump Kit without Manual Option Charge: _____

Double Pump Kit Charge: _____

Monthly Loss and damage waiver _____