



BROWARD HEALTH

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

**ITEMIZED INVENTORY MANAGEMENT SERVICES
For
MEDICAL, SURGICAL & PHARMACEUTICAL SUPPLIES**

REQUEST FOR PROPOSAL

**RELEASE DATE: FRIDAY, JANUARY 27, 2012
DUE DATE: PRIOR TO 3:00 P.M., TUESDAY, FEBRUARY 14, 2012
RFP OPENING: 9:00 A.M., WEDNESDAY, FEBRUARY 15, 2012**

TABLE OF CONTENTS

SECTION I:	INSTRUCTIONS FOR SUBMITTING A RESPONSE	3
SECTION II:	INFORMATION CONCERNING THE RFP PROCESS	6
SECTION III:	SELECTION PROCESS AND CRITERIA AND KEY DATES	8
SECTION IV:	DIVERSE VENDOR PARTICIPATION	9
SECTION V:	BROWARD HEALTH GENERAL TERMS AND CONDITIONS	10
SECTION VI:	SIGNATURE AUTHORIZATION, SWORN STATEMENT & RFP RESPONSE LABEL	15
SECTION VII:	TECHNICAL/SPECIFICATIONS/RESPONSE REQUIREMENTS	19
	- CONTRACTOR'S QUALIFICATIONS	
	- CONTRACTOR'S QUALITY ASSURANCE/REPORT MANAGEMENT	
	- PRICING 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") persons or entities who wish to provide Itemized Inventory Management Services for Medical, Surgical and Pharmaceutical Supplies. **Contractors must submit one (1) original and fourteen (14) of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-Rom media with Contractor Name clearly labeled on each CD.**
2. Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All Responses must be directed to Broward Health Corporate Resource & Materials Management, Information Systems Center, and 1608 SE 3rd Avenue, Ft. Lauderdale, Florida, 33316. All Responses must arrive in Corporate Resource & Materials Management, Information Systems Center, **no later than 3:00 P.M., Tuesday, February 14, 2012.** 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 may 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., Tuesday, February 14, 2012.**
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. The items and quantities 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.
9. Broward Health will only consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
10. 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.
11. 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.
12. **Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSPP)** Broward Health is committed to the protection of the environment and providing a safe and healthy environment for our employees, patients and visitors. Recognizing the challenge to reduce the environmental footprint, Broward Health understands its responsibility to minimize waste, to use less toxic products, to improve occupational and patient health, and to reduce the use of hazardous material, while maintaining tight control on expenses and improving community relations. Being a good environmental steward does not end with Broward Health, but also applies to our vendors, as we recognize our impact as a major procurer of goods and services. Broward Health shall consider "green / sustainability initiatives" in its vendor solicitation and selection processes, whenever feasible, supporting environmentally responsible products and services that do not compromise existing sourcing practices and patient care and safety. To aid our efforts to sustain the environment, Broward Health requests all vendors to provide information on their company's Green / Sustainability / Environmental Protection Policy, Practices and Products. This would include products and services whose environmental impacts have been considered and found to be less damaging to the environment and human health, when compared to competing products and services.
13. **Broward Health Supplier Diversity Program** - Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) 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 online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-847-4467.

14. 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.

15. Contractor Contact with Broward Health Representatives - Questions regarding Request for Proposal process and protocol should be directed to Mr. Larry Kemp, Sourcing Manager via e-mail only at lkemp@browardhealth.org. Technical questions should be directed to Richie Persaud, Purchasing & Materials Ops Manager via e-mail only at drpersaud@browardhealth.org. Electronic versions of this RFP may be received by email request to jcaputa@browardhealth.org.
16. 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.
17. 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.
18. 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 RFPs 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 the following "Sworn Statement" Section of RFP document.
19. Responses will be opened in a Public RFP Opening in Broward Health Information Systems Building, Corporate Resource & Materials Management 2nd floor Conference, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316 beginning at **9:00 A.M., Wednesday, February 15, 2012.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (“RFP”) invites Contractors to submit a Response for consideration by Broward Health for providing Itemized Inventory Management Services for [Cath Lab](#), [Surgery](#), [Clinical Med/Surg](#), [Graphic Communications](#), [Engineering](#), [EVS Supplies](#), [Food Services](#), [Pharmacy](#), [Radiology](#), [Central Supply](#), etc. Broward Health is searching for innovative, proactive programs and approaches that provide the highest quality of services. The successful candidate will have documented healthcare experience providing these services as specified in this RFP document. Contractors who cannot provide hospital inventory services experience similar to size and scope of Broward Health will not be considered for this engagement.
2. The RFP respondents’ inability to provide complete responses or to provide responses in the format of Broward Health RFP may result in rejection of the firm’s submitted response. If RFP is incomplete or incorrectly formatted Broward Health may reject entire RFP proposal.
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 negotiations 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 RFP 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 and 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 RFP 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 CRITERIA & KEY DATES

A. SELECTION PROCESS CRITERIA

1. Part A- Evaluation Process

The RFP Committee shall review all Responses received by **3:00 P.M., on Tuesday, February 14, 2012** with respect to completeness, accuracy and content. Respondents must meet all criteria outlined in The Evaluation Process in order to be considered for this engagement. The Committee shall then evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
• Contractor's Qualifications	30%
• Contractor's Quality Assurance/Technology Report Management	30%
• Pricing Proposal	30%
• Diverse Vendor Participation	<u>10%</u>
Total:	100%

The degree of response detail and completeness with supporting documentation will have significant weight in the RFP evaluation of the Response, since it will signify the extent of understanding of the requirements of the RFP. This includes Contractor providing the appropriate supporting corporate documentation, sample reports, copies of existing policies, etc. that illustrate Contractor's highest level of comprehensive service.

Upon approval of the "Part A" Process, the scores for each Contractor shall be tabulated and firms ranked accordingly. Broward Health shall start negotiations with only those firms who are qualified to do business with Broward Health.

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.

- a. Friday, January 27, 2012 after 11:00 A.M. - Copies of the RFP will be available online @ www.browardhealth.org
- b. **Prior to 3:00 P.M., Tuesday, February 14, 2012** - Responses must be received.
- c. **9:00 A.M., Wednesday, February 15, 2012** - 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.

SECTION IV: DIVERSE VENDOR PARTICIPATION

Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) 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.

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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.

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 30 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 for the duration of the installation of all equipment as specified in this bidding document, unless otherwise agreed to in writing ("Initial Term").
- 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 minimum insurance coverage from an insurer acceptable to Broward Health, with an AM Best Excellent rating. The following have been established by Broward Health as acceptable coverage's and limits. Any deviations from the limits and coverages must be acceptable to Broward Health prior to contract implementation.

Comprehensive General Liability (Premises-Operations, Products/Completed Contractual Insurance, Broad Form Property Independent Contractors, Personal Injury)	\$1,000,000 each occurrence/ \$2,000,000 aggregate
Auto Liability (Owned, Hired, Non Owned)	\$1,000,000 each occurrence
Worker's Comp & Employer's Liability	Statutory Limits
Errors and Omissions	\$1,000,000 each Occurrence/ \$3,000,000 aggregate
Employee Dishonesty/Theft	\$50,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

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 canceling, terminating, or reducing the amount of Contractor's insurance.

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 confidentiality laws 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 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. 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.

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 your original Response.

DATE: _____ PAYMENT TERMS: _____

CONTRACTOR NAME: _____

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 fourteen (14) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses on virus-free CD-Rom media with Contractor Name clearly labeled on each CD.**
- 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**
- 4. 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 _____, 2012 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: ITEMIZED INVENTORY MANAGEMENT SERVICES FOR MEDICAL, SURGICAL AND PHARMACEUTICAL SUPPLIES

RETURN DATE: PRIOR TO 3:00 P.M., TUESDAY, FEBRUARY 14, 2012

SECTION VII: TECHNICAL/SPECIFICATIONS/RESPONSE REQUIREMENTS

1. SCOPE OF SERVICES

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 located in northern Broward County, Florida. The four hospitals are Broward General Medical Center ("BGMC"), a 716 bed acute care facility in Fort Lauderdale, Florida, North Broward Medical Center ("NBMC"), a 409 bed acute care facility in Deerfield Beach, Florida, Imperial Point Medical Center ("IPMC"), a 204 bed acute care facility in Fort Lauderdale, Florida, and Coral Springs Medical Center ("CSMC"), a 200 bed acute care facility located in Coral Springs, Florida.

The inventories are valued using acquisition cost as provided directly by Broward Health and/or the drug wholesale company. Open lines (items not found in Broward Health price lists) are valued using Contractor database list prices less a percentage. There is no additional charge for valuing the "open lines" (contract exceptions). Format for reports: CD ROM, Hard Copies and MS Excel Spreadsheets. Each department's physical inventory is performed in a timely manner so as not to disrupt patient care activities. Additionally, each location labels Consigned and other supplies that are to be excluded from the inventory.

This inventory will be conducted minimally for the following sites:

Broward Health-Broward General Medical Center	Supply	Ft. Lauderdale
Broward Health-Coral Springs Medical Center	Supply	Coral Springs
Broward Health-Imperial Point Medical Center	Supply	Ft. Lauderdale
Broward Health-North Broward Medical Center	Supply	Pompano Beach
Broward Health- Dr Capezzuti	Supply	Ft. Lauderdale
Broward Health- Dr Aramburu	Supply	Ft. Lauderdale
Broward Health- Dr Camargo	Supply	Ft. Lauderdale
Broward Health- Dr Crescitelli	Supply	Ft. Lauderdale
Broward Health- Dr. Asha Gupta	Supply	Pompano Beach
Broward Health- Dr. Neena Gupta/Ozaki/Ziton/Laura	Supply	Margate
Broward Health- Dr. Blanchard	Supply	Ft. Lauderdale
Broward Health- Dr. Hew	Supply	Ft. Lauderdale
Broward Health- Dr. Hodarnau	Supply	Ft. Lauderdale
Broward Health- Dr. Jeannot	Supply	Pompano Beach
Broward Health- Dr. Moretti	Supply	Ft. Lauderdale
Broward Health- Dr. Nemade	Supply	Ft. Lauderdale
Broward Health- Dr. Savu	Supply	Ft. Lauderdale
Broward Health- Dr. Silbiger	Supply	Coral Springs
Broward Health- Dr. Wolf	Supply	Coral Springs
Broward Health- Dr. Altschuler/Dennis	Supply	Pompano Beach
Broward Health- Dr. Cioci	Supply	Ft. Lauderdale
Broward Health- Dr. El-Sayed	Supply	Margate
Broward Health- Dr. Gellman/Landau	Supply	Ft. Lauderdale
Broward Health- Dr. Parris	Supply	Pompano Beach
Broward Health- Dr. Catinella/Herskowitz	Supply	Ft. Lauderdale
Broward Health- Dr. Blanco	Supply	Ft. Lauderdale
Broward Health- Dr. Rodriguez/Sivert	Supply	Coconut Creek
Broward Health- Dr. Gupta, Mayuri	Supply	Coconut Creek
Broward Health- Dr. Berman/Archana/Zafar	Supply	Ft. Lauderdale
Broward Health- Dr. Carreira/McAuliffe	Supply	Ft. Lauderdale
Broward Health- Dr. Danko	Supply	Coconut Creek
Broward Health- Dr. Huggins	Supply	Weston
Broward Health- Dr. McCormick & Rozanski	Supply	Ft. Lauderdale
Broward Health- Dr Gill & Chizner	Supply+Rx	Ft. Lauderdale
Broward Health-Dr Marc Aueron	Supply	Deerfield Beach
Broward Health-Dr Fernando Narvaez	Supply	Ft Lauderdale
Broward Health-Dr Williams	Supply	Pompano Beach
Broward Health-Orthopedic Sports Med	Supply	Ft. Lauderdale
Broward Health-Rio Vista Pedi-Dr. Berman/Relkin	Supply	Ft. Lauderdale
Broward Health-Dr Ashkok Sharma	Supply	Plantation
Broward Health-Dr. Stoll/Powell/Roberts	Supply	Ft. Lauderdale
Broward Health- Dr. TuckerDr. Saba		

Broward Health- Dr. Burke	Supply	Ft. Lauderdale
Broward Health-Dr McCormack & Rozanski II		
Broward Health-Imperial Point Medical Group	Supply	Ft. Lauderdale
Broward Health-Deerfield School Comm Hlth Ctr	Supply	Ft Lauderdale
Broward Health-Lauderhill Middle School Comm. Hlth Ctr	Supply	Lauderhill
Broward Health-William Dandy School	Supply	Ft Lauderdale
	Supply	Ft. Lauderdale
Broward Health-Weston Regional Health Park	Supply+RX	Weston
Broward Health-Gold Coast Home Health	Supply	Pompano Beach
Broward Health-Pompano Adult Primary Care Center	Supply	Pompano Beach
Broward Health-Pompano Pediatric Care Center	Supply	Pompano Beach
Broward Health-Pompano Prenatal Care Center	Supply	Pompano Beach
Broward Health-Specialty Care Center	Supply	Ft. Lauderdale
Broward Health-Clinical Research	Supply	Ft. Lauderdale
Broward Health-Comprehensive Care Center	Supply	Ft. Lauderdale
Broward Health-7th Ave. Family Health Center	Supply	Ft. Lauderdale
Broward Health-Children's Diagnostic & Treatment Center	Supply	Ft. Lauderdale
Broward Health-Graphic Communications	Supply	Ft. Lauderdale
Broward Health-Broward General Medical Center	Pharmacy	Ft. Lauderdale
Broward Health-Broward General Medical Center-OP	Pharmacy	Ft. Lauderdale
Broward Health-Coral Springs Medical Center	Pharmacy	Coral Springs
Broward Health-Imperial Point Medical Center	Pharmacy	Ft. Lauderdale
Broward Health-North Broward Medical Center	Pharmacy	Pompano Beach
Broward Health-Broward General Medical Center Cii	Pharmacy	Ft. Lauderdale
Broward Health-Broward General Medical-Cii-v	Pharmacy	Ft. Lauderdale
Broward Health-Broward General Medical Center OP-Cii	Pharmacy	Ft. Lauderdale
Broward Health-Broward General Medical Ctr OP-Ciii-v	Pharmacy	Ft. Lauderdale
Broward Health-Coral Springs Medical Center-Cii	Pharmacy	Coral Springs
Broward Health-Coral Springs Medical Center-Ciii-v	Pharmacy	Coral Springs
Broward Health-Imperial Point Medical Center-Cii	Pharmacy	Ft. Lauderdale
Broward Health-Imperial Point Medical Center-Ciii-v	Pharmacy	Ft. Lauderdale
Broward Health-North Broward Medical Center-Cii	Pharmacy	Pompano Beach
Broward Health-North Broward Medical Center-Ciii-v	Pharmacy	Pompano Beach
Broward Health-Weston Regional Health Park-Cii	Pharmacy	Weston
Broward Health-Weston Regional Health Park-Ciii-v	Pharmacy	Weston

Broward Health-Pompano Adult Primary Care-C-iii-v	Pharmacy	Pompano Beach
Broward Health-Specialty Care Center-Cii	Pharmacy	Ft. Lauderdale
Broward Health-Specialty Care Center-Ciii-v	Pharmacy	Ft. Lauderdale
Broward Health-7th Ave Family Health-Ciii-v	Pharmacy	Ft. Lauderdale

A. DESCRIPTION OF WORK

Provide the inventory services for Broward Health in the areas of Cath Lab, Surgery, Clinical Med/Surg, Graphic Communications, Engineering, EVS Supplies, Food Services, Pharmacy, Radiology, Central Supply, etc. Broward Health is searching for innovative, proactive programs and approaches that provide the highest quality of services. The successful candidate will have documented healthcare experience providing these services as specified in this RFP document.

B. DISCLOSURE OF INFORMATION

During the term of any agreement, the contractor shall be exposed to information that is confidential and proprietary to Broward Health. This information includes trade secrets, exposure to entities with which Broward Health has a contractual relationship and clients with whom Broward Health has a professional relationship. Contractor shall not, other than in the normal conduct of its duties, either during the term of any agreement or at any time thereafter, use for its own benefit, or for the benefit of any other person, firm, corporation or association, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of Broward Health which contractor has acquired in the course of or as incident to employment with Broward Health (whether relating to past, present or future clients, associates and employees or otherwise). This prohibition shall specifically include, but not be limited to a prohibition on the solicitation of entities with which Broward Health has contracts to render professional services, solicitation of clients of Broward Health, and the use or disclosure of any trade secret of Broward Health. This section shall not prohibit contractor from disclosing any information pursuant to a subpoena or court order in criminal, civil or administrative proceedings. Contractor will turn over to Broward Health all records, documents and copies and transcriptions thereof relating to Broward Health's business which are in contractor's possession or under its control upon completion of work.

C. PROJECT REQUIREMENTS

The inventory crew will make the physical counts (open for partial containers are estimated) and record the quantity and description of the supplies inventoried on systems that is capable of exporting and storing data on a back-up database as required. Broward Health will receive inventory in various format to include hard and soft copies.

Consigned Inventory: Unless Broward Health designates consigned items with a "Do Not Inventory" (DNI) tab, contractor will count and include as part of the inventory.

Physical Inventory of Broward Health facilities shall be conducted starting no later than [March 26, 2012](#) and concluding no later than [April 19, 2012](#).

Data Integrity:

Contractor shall utilize standardize methodologies and procedures for capturing, compiling and reporting BH inventory data consistent with the information supplied and requirements outlined. Reports generated by contractor needs to be consistent with the information provided, i.e. (Pricing, Unit of Measure (UOM), Catalog #, MMIS #, Description, Manufacture # etc). Inventory recording shall be based on actual physical counts, not estimates, except for open containers; all inventory locations shall be counted and included in the reports. Contractor shall provide detailed reports matching format and alpha-numeric sequence of the numbering system as provided by Broward Health.

Reports: As Called, Alphabetical by Area, Alpha by Manufacturer by Area, Section and Manufacturer Totals, MMIS #, plus a 300 line Hi-Lo report. Reports shall arrive with all the sections, including "cover sheets" as a complete unit. Preliminary Reports to include "Hi-Lo" Dollar amounts and are due no later than four (4) weeks from the date of the physical inventory. Reports will be generated for each business unit

identified on the schedule as per outlined requirements. Each report shall include a section for hazardous supplies for all business units. Contractor shall have the capability to print preliminary reports on site for audit purposes.

Contractor

The final Preliminary Report is due no later than May 10, 2012. These preliminary reports shall be returned to the Contractor from Broward Health no later than June 15, 2012.

Contractor shall provide Broward Health with final inventory reports no later than 3:00 P.M, June 29, 2012. Report dates for future years of this contract shall be set accordingly in agreement between Contractor and Broward Health. Twenty- Eight (28) Inventory reports shall be delivered in CD ROM PDF format. Additionally, Four (4) sets of the final inventory reports shall also be provided in hard copy to be separated, bound and delivered to: Director of Corporate Resource & Materials Management, ISC 2nd Floor, 1608 SE 3rd Avenue, Fort Lauderdale, FL 33316. The reports will then be distributed as follows: one (1) report to Broward Health's Internal Auditor, one (1) to the Material Services Managers and two (2) to the medical center/clinic. Final inventory reports will be delivered to the Director of Corporate Resource & Materials Management, no later than **3:00 P.M. June 29, 2012.** Additionally, Contractor shall provide Broward Health with a complete set of all reports on CD or in diskette format. If contractor has failed to deliver these reports as outlined in the RFP, a penalty will be applied. The Contractor shall also have the capability of providing an optional variance and no-match report upon request. This report recaps yearly dollar variances by section and area (cost center) only and items that could not be identified/matched from the pricing database supplied

Inventory Delay/Inaccuracy Penalty: Contractor guarantees a minimum of ten people to arrive no later than 8:00 a.m. each day contracted. Contractor will pay Broward Health an agreed upon penalty fee for every instance a contracted auditor is one hour late from agreed upon start time. Penalty for this engagement shall be as follows:

- 1) Failure to deliver final accurate inventory reports as agreed upon shall result in a 2.5% penalty per day to be deducted from final engagement cost.
- 2) Failure to provide accurate inventory reports with greater than 2% error will result in a 5% penalty to be deducted from the final engagement cost.

Disk: Broward Health wants all reports, including every phase of the reporting process, be supplied on CD ROM media.

Auditing: Counts completed by contractor's field personnel will be verified via real time audit by Broward Health Internal Audit personnel on site. All documented inventory counts will be 100% audited via on site validation. . All inventory counts should be archived in a back up system immediately after completion of process to allow contractor the ability to furnish required reports to Broward Health if original reports are compromised or destroyed due to an accident, fire or causes beyond contractor's control. The inventory reports and information collected are to be used only for the internal purposes of the facility for which the inventory is taken and will not be used for any other purpose and will not be released or disclosed to any third party without Broward Health's prior written consent. For Materials Management, Engineering, Finance and Internal Audit advisement.

Note: Once Broward Health has received the inventory, if contractor needs to re-price the inventory because Broward Health did not supply contractor with correct pricing or Broward Health failed to supply the complete pricing, there will be a fee for re-pricing the inventory.

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.

CONTRACTOR'S QUALIFICATIONS

A. FIRM'S FINANCIAL, EXPERIENCE & STAFFING AVAILABILITY

- a. Contractor shall provide name of company, location of principal office and office designated for this project.
- b. Contractor shall provide length of time in business under the name listed above, Firm ownership structure (individual, partnership, corporation, joint venture, other). Provide names of principal partners. Number of employees for entire company and for designated contract office.
- c. Contractor shall provide a copy of the firm's three most recent annual audited financial statements.
- d. Contractor shall detail 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. Identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years.
- e. Contractor shall provide a list four (4) major contracts including providing services for multi healthcare facilities such as corporate facilities, government facilities, healthcare clinics, hospitals, physician offices and psychiatric facilities for which your firm was responsible during the last five years. Contractors who cannot provide hospital inventory services experience similar to size and scope of Broward Health will not be considered for this engagement. For each contract listed, please show the following:
 - Client name & Contract Amount
 - Contact name, title and phone number
 - Staffing Requirement for each contract
 - Year completed
 - Identify evidence of satisfactory completion of contracts.
 - Identify all failed contracts that were terminated for cause prior to their scheduled expiration.
- f. Contractor shall detail hiring and background check protocol for new staff and ongoing competency, include complete background check verification for new and existing employees
- g. Contractor shall provide availability of employees proficient in computer applications; availability of employees proficient in speaking and writing English and experience with full time employees vs. part time employees.
- h. Contractor shall provide in detail including CV of management personnel of proposed inventory team to ensure successful completion of services in a timely manner.

B. CONTRACTOR'S QUALITY ASSURANCE/REPORT MANAGEMENT

- a. Contractor shall detail their Quality Assurance System to ensure that all policies and procedures are reviewed annually to meet regulatory requirements'; provide QA process detail for complete inventory process.
- b. Contractor shall provide C.V., including current education and credentials, for professionals assigned to this project, specifically those responsible for the training and education of staff personnel.
- c. Contractor shall provide an overview of the method that will be utilized on an ongoing basis to ensure personnel competency including meeting all licensure requirements and ongoing education and training and annual competency evaluation.
- d. Contractor shall detail emergency preparedness plan for providing services 24 hours/7 days per week/365 days per year in the event of a local emergency/ disaster, i.e., weapons of mass destruction (WMD), hurricanes or any other disasters.
- e. Contractor shall detail their Report Management capabilities detailing reports to be made available to Broward Health.
- f. Contractor shall detail all technical capabilities to provide accurate state of the art inventory services. Detail hardware, software, data base to be used to store and update inventory information for accurate timely reporting to Broward Health.
- g. Contractor shall detail all information sharing resources available for providing/sharing inventory information. Please be specific to format and media used by your firm. Broward Health requires that information be made available in CD ROM format for every stage of the inventory.
- h. Contractor shall detail any requirements expected of Broward Health to interface with Contractor's information base, e.g., format for providing basic information, etc.

C. PRICING PROPOSAL - NEEDS DEVELOPMENT

Broward Health is seeking best business alternatives that will result in a true cooperative business relationship between the successful Contractor and Broward Health. Please complete in line item detail your firm's yearly Price Proposal. **Please include all specific charges that may apply during the course of this engagement.** At the medical centers the physical inventories included pharmaceuticals and supplies in all clinical areas as well as environmental services. Satellite Clinic inventories included drugs and supplies. It is important that any Contractor submitting an RFP process must include a complete pricing estimate for initial and subsequent fees. This pricing should be for provision of "turnkey" inventory reporting services as detailed in this RFP document, including any initial set up charges that may apply. Contractor shall respond to pricing using the following approximate inventory dollars and provide pricing for a three year agreement. Pricing shall be line item detailed with a single total for each year: Year 1, Year 2, Year 3, and two possible yearly extension costs for Years 4 and Year 5. Contractor shall base their pricing formulary based on total value of inventory. Please detail your formulary that will applied to each year of this proposed engagement.

Broward Health's approximate annual inventory dollars reported for 2012 are as follows.

Medical Supplies	\$15,044,627.87
Pharmaceuticals	<u>\$ 5,626,156.86</u>
Total	\$20,670,784.73

Inventory items shall be categorized:

- #1 Materials & Satellites (consumables medical supplies at 4 medical centers and approx. 40 satellites),
- #2 Pharmacy (drugs other than class II, III, IV & V at 4 medical centers & satellites),
- #3 Class Drugs only at all pharmacy locations (class II must be reported separately from class III, IV & V drugs)