

Solicitation GEN2120540P1

In-House Pharmacy Management Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid GEN2120540P1 In-House Pharmacy Management Services

Bid Number **GEN2120540P1**
Bid Title **In-House Pharmacy Management Services**

Bid Start Date **In Held**
Bid End Date **Apr 30, 2021 2:00:00 PM EDT**
Question & Answer **Apr 15, 2021 5:00:00 PM EDT**
End Date

Bid Contact **Bernadette Green**
Purchasing Agent
begreen@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**
Pre-Bid Conference **Apr 2, 2021 11:00:00 AM EDT**
Attendance is optional
Location: Location: TBA

Attendance at the virtual pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site.

Bid Comments **Scope:** Broward County's Broward Addiction and Recovery Center (BARC) is seeking a qualified Vendor to perform In-House Pharmacy Management Services which includes providing a comprehensive in-house pharmacy/medication management services and consultative guidance to the County for individuals enrolled at two (2) of the substance abuse facilities within Broward County that are operated by BARC.

Pricing: Price will be considered in the final evaluation and ranking of qualified firms. Failure to complete the Periscope SG2 Item Response Form will deem Vendor nonresponsive. A Pricing Worksheet is applicable to this solicitation. Please refer to the Special Instructions to Vendors, Section 1 - Additional Responsiveness Criteria - Price, for additional information.

Goal Participation: This solicitation is open to the general marketplace. Please see Special Instructions to Vendors, Section 2.1 for additional information.

License Requirement: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess all licenses at the time of submittal. Please refer to Special Instructions to Vendors, Section 2.2 for specific licensing requirements.

Evaluation Criteria Response Form and Vendor Questionnaire Form: Please carefully follow the instructions of Section 13 of the Special Instructions to Vendors for submission in a PDF fillable form.

BidSync: BidSync is now known as Periscope S2G, Supplier-To-Government for vendors. Any reference to BidSync in this solicitation shall refer to Periscope S2G, Supplier-To-Government.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope SG2 by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope SG2.

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Submittals: Vendor must submit its solicitation response electronically and must confirm its submittal in Periscope SG2 in order for the County to receive a valid response through Periscope SG2. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Please refer to the Purchasing Division's website or contact Periscope SG2 for submittal instructions. Vendors are encouraged to submit their responses in advance of the date and time specified in the solicitation. **In the event a Vendor is having difficulty submitting its response through Periscope SG2, please (immediately) notify the assigned Purchasing Agent and then contact Periscope SG2 for technical assistance.**

Item Response Form

Item **GEN2120540P1--01-01 - In-House Pharmacy Management Services**
Quantity **1 contract**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to scope of work for information.
N/A
Broward County FL 33301
Qty 1

Description

The contract amount entered into the Unit Price for this line will be the Vendor's proposed not-to-exceed price for the initial term of three (3) years in response to this RFP (please refer to the Scope of Services and all RFP documents).

Pricing: Price is a matter of **responsiveness** and will be considered in final evaluation and ranking of qualified firms. The total points awarded for price will be based on the Vendor's proposed initial three (3) year contract amount (*the amount entered into the Unit Price for this line*). Vendors are hereby informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing.

Price Submission: Failure to submit pricing on the **Periscope S2G Item Response Form** and the **Pricing Worksheet** (included hereto and made a part hereof) electronically through Periscope S2G by the date and time specified in the solicitation, **SHALL** determine the Vendor to be **nonresponsive** to the solicitation pricing requirements. Please refer to **Special Instructions to Vendors, Section 1.1** in its **entirety** for additional pricing information.

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SECTION 1 – BACKGROUND

1.1. Scope:

- 1.1.1. Broward County (“County”) Broward Addiction Recovery Division (“BARC”) is seeking a qualified vendor to provide In-house Pharmacy Management Services for the County. Vendor will provide comprehensive in-house pharmacy/medication management services and consultative guidance to County for individuals enrolled at three (3) of the substance abuse facilities operated by BARC within Broward County.
- 1.1.2. Vendor will also provide at a minimum, a State of Florida licensed pharmacist, a registered licensed pharmacy technician, and a licensed pharmacist consultant in pharmacy operations. Individuals served under this contract are referred to as Clients. Vendor will ensure that the medication prescribed to each Client is:
 - 1.1.1.1. Appropriate; and
 - 1.1.1.2. Accurately ordered; and
 - 1.1.1.3. Dispensed in compliance with all federal, state, and local requirements.

1.2. Service Locations:

- 1.2.1. The County has three (3) substance abuse service facilities operated by BARC. Vendor provides Pharmacy Management Services by staffing, managing, and operating all aspects of the facilities’ pharmacy and medication room services. The County reserves the right to add or change service facilities, as needed and the same Scope of Services included herein shall apply.

1.2.2. Location I: BARC Central

- 1.2.2.1. Medication-Assisted Treatment (“MAT”) and Intensive Outpatient Services
- 1.2.2.2. Acute Detox
- 1.2.2.3. Fifty (50) beds detoxification facility (capacity of 54 beds)
- 1.2.2.4. Address: 325 SW 28th Street, Fort Lauderdale, FL 33315

1.2.3. Location II: BARC Booher

- 1.2.3.1. Medication-Assisted Treatment (“MAT”) and Residential services with Beds split between a “male” side and “female” side
- 1.2.3.2. Ninety -two (92) bed residential facility (capacity of 94 beds)
- 1.2.3.3. Address: 3275 NW 99th Way, Coral Springs, FL 33068

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1.2.4. Location III: BARC Mills

- 1.2.4.1. Outpatient Services
- 1.2.4.2. Serving approximately 80-100 clients monthly
- 1.2.4.3. Address: 900 NW 31st Avenue, Suite 2000, Fort Lauderdale, FL 33311

SECTION 2 – TECHNOLOGICAL REQUIREMENTS

- 2.1. Pharmacy Equipment and Maintenance: Vendor shall provide, maintain and utilize an automated pharmacy system on the premises, including Automated Dispensing Machines (“ADM” or “ADMs”), which shall be stocked by licensed pharmacy staff utilizing inventory stock medications purchased on behalf of the facility.
- 2.2. Monthly pharmacy equipment maintenance fees will include the cost of maintaining equipment, technical support, minor repairs, and replacement of deficient equipment of same make/model or County approved equivalent at no additional cost. Equipment upgrades may be presented to the County for consideration in a subsequent proposal.
- 2.3. Vendor shall provide County with 24-hour, on-call support for all equipment, computer hardware, and software systems provided by vendor.
- 2.4. Vendor shall ensure that accurate contact information is maintained and accessible to County staff to provide direct access to service and support required to resolve equipment and system related problems in a timely manner.
- 2.5. County shall immediately assume ownership and possession of any and all hard drives damaged during a catastrophic or other failure involving any and all computer hardware or other automated equipment provided and maintained by the vendor.
- 2.6. The operation of the automated pharmacy system must be under the supervision of a Florida Licensed pharmacist and may not require the pharmacist to be physically present at all times, provided the system may be monitored electronically with proper safeguards.
 - 2.6.1. The licensed pharmacist shall be available for initial ADM loads, dispense patient-specific medications, pre-pack medications, and to visit the BARC facilities should the need arise or as agreed upon by the BARC facilities.
- 2.7. ADMs are to include brand Pyxis™ or similar, and accompanying software, in the medication room at each applicable facility, including the following or comparable features:
 - 2.7.1. Have the capacity to stock all formulary medications.

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- 2.7.2. Support decentralized medication management to help clinicians safely and efficiently dispense the right medications, for the right patients at the right time.
 - 2.7.3. Simplified caregiving: Efficient, patient-centric clinical workflows to guide nurses to medication and patient information in one place.
 - 2.7.4. 24/7 real-time inventory tracking.
 - 2.7.5. Dispensed medications are recorded with date, time, site, employee, item number, description, client name, and client number.
 - 2.7.6. Flexible storage space options support size, scope and capacity needs including storage for larger medications.
 - 2.7.7. Safety enhancements to help prevent potentially harmful medication errors and adverse drug events.
 - 2.7.8. Easy remote digital authorization, management, maintenance & repair, and optimization reports.
 - 2.7.9. Operational efficiency: Web access to enable pharmacists to efficiently manage the system and access operational reports and key metrics.
 - 2.7.10. Scalability: Common interfacing functionality integrates with Health Information Technology ("HIT"), allowing you to add functionality and devices as needs arise.
 - 2.7.11. Streamlined user management: Integration with Active Directory to simplify system user management and provide ad-hoc user access reports.
 - 2.7.12. Reduced risk: The system sustains uptime while minimizing disruptions, delays and risk of medication error.
 - 2.7.13. Optional: BARC requires an ADM at Booher that has a two-part mechanism that can lock and separate certain medications (i.e. narcotics) from other medications.
- 2.8. Pharmacy Software/Licensing and Maintenance: Vendor will provide all ancillary software licenses, including monthly maintenance of software, necessary for pharmacy management.
- 2.9. Pricing for software shall accommodate a minimum of fifty (50) or unlimited users (users consist of BARC nursing staff).

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- 2.10. Vendor will provide systems integration services to interface BARC's Electronic Health Record ("EHR") System and enter all physician orders (received via fax or otherwise) with eScript capabilities into a manager provided pharmacy profile system, which is interfaced to the ADMs.
- 2.11. Vendor will cooperate with the County's Enterprise Technology Services (ETS) Department to gain assurance over the security, availability, processing, integrity, confidentiality, and privacy of the County's data with any primary or third-party technology. See **Enterprise Technology Services Security Requirements Exhibit – High Risk form** for additional reference.
- 2.12. Vendor shall provide for the export of client medication and related data from the Pharmacy Management System via a comma separated value (CSV) file or other mutually compatible export file format, for upload to the County's EHR.
- 2.13. The ADMs' profile shall include patient profile information, patient name, allergies, directions for use and the prescribing physician.
- 2.14. Vendor shall have the capacity to print Medication Administration Records (MAR or eMAR) or preferably provide an electronic MAR on a schedule as agreed upon by BARC. All order entries must be verified by a licensed pharmacist who will have the capability to electronically enter orders twenty-four (24) hours/7 days per week.
- 2.15. Vendor shall provide a monthly report of staff access to the ADM and create an access request form to be completed at time of hire for new employees and any time roles change or access is to be rescinded.
- 2.16. Vendor will provide the ability for full e-prescribing interoperability across all platforms both physically and remotely.
- 2.17. Pharmacist will use E-Forcse®, the Florida Prescription Drug Monitoring Program ("PDMP"), to access a list of controlled substances patients has filled at their pharmacy.
- 2.18. Vendor shall provide authorized County staff with training on how to use pharmacy software and to dispense patient medication from the automated dispensing system, including emergency manual override procedures.
- 2.19. Vendor shall provide tracking and oversight of the override process for the dispensing of client medications when utilized by both County and vendor staff.
- 2.20. Vendor proposals will list recommended quantities and capacities of ADMs at each BARC location. The current dimensions for the medication rooms at each location are as follows:
 - 2.20.1. **Location I – BARC Central, Medication Rooms:** Medication Room #1 is located on the first floor in Triage and is approximately sixty-eight (68) square feet; Medication Room #2 is located

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on the first floor in the MAT area and is approximately ninety-six (96) square feet; Medication Room #3 is located on the second floor nurse's station and is approximately two hundred and eleven (211) square feet. There are currently four (4) ADMs in use at this location.

2.20.2. **Location II – BARC Booher, Medication Rooms:** Medication Room #1 (Male Side) is ninety (90) square feet. Medication Room #2 (Female Side) is sixty-eight (68) square feet. BARC requests up to two (2) ADMs at this location. Note: BARC requests an ADM at Booher that has a two-part locking mechanism to separate certain medication (i.e. narcotics) from other medications.

2.20.3. **Location III – BARC Mills:** Currently, there are no medication rooms at this location.

SECTION 3 – PHARMACY PERSONNEL REQUIREMENTS

- 3.1. Vendor will provide the services of a Florida state licensed pharmacist and registered licensed pharmacy technician, to manage and operate the Medication Room Pharmacies and provide adequate coverage required in connection with the Services to be furnished.
- 3.2. Vendor shall maintain in its files at all times, necessary certifications and appropriate, current and valid licenses for their employees' professional practice as required by law.
 - 3.2.1. Vendor shall provide proof of such current licenses, certifications, and routine background checks to the County, including at the time of any renewal or upon hire of new vendor staff.
- 3.3. Vendor shall observe all the rules and regulations of BARC and County, including those that govern conditions of employment for County staff and all applicable operating policies and procedures, which may be amended from time to time.
- 3.4. Florida State Licensed Pharmacist: The services of a licensed pharmacist shall be available to County 24-hours per day, 7 days per week for the review and entry of client medication orders, either onsite or via secure, remote connection. Pharmacist shall perform all duties and inspections required of a Florida state licensed pharmacist, including but not limited to:
 - 3.4.1. Enter electronic orders to the pharmacy system via secure remote connection or directly when onsite at County premises. The pharmacist shall review all medication orders for appropriateness of the medication (i.e. purpose, dose, frequency, route of administration) and compliance with County formulary.
 - 3.4.2. Conduct medication storage inspections, emergency cart inspections, distribution and disposal of medications, and after-hours drug cabinet inspections and accountability.
 - 3.4.3. Pharmacist shall be onsite for initial ADM loads, to dispense patient-specific medications, to pre-pack medications, and to visit facilities should the need arise or as requested by County.

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- 3.4.4. Ensure appropriate temperature monitoring equipment is in place and functioning for the storage of medication requiring refrigeration.
 - 3.4.5. Provide a monthly summary of inspections, findings, and other data as needed.
 - 3.4.6. Maintain an inventory of stock medications (as allowed under a modified Class II pharmacy license) on behalf of and owned by BARC appropriate for the proper operation of the Pharmacy and to meet the requirements of BARC's medical staff (Medical Staff) and patients.
 - 3.4.7. Provide in-house and virtual trainings and education to nursing, clients, and support staff, as requested by County, on medication or pharmacy management.
 - 3.4.8. Conduct monthly and annual inventories of medications at each location and report on findings. Vendor will provide the perpetual inventory of medications ordered vs medications dispensed on a monthly basis.
 - 3.4.9. Develop and implement procedures to periodically detect and resolve inventory discrepancies.
 - 3.4.10. Pharmacist shall be available to fill prescriptions onsite or remotely and be able to transport medications, if needed.
 - 3.4.11. Attend the County's Pharmacy or other healthcare committee meetings as requested.
 - 3.4.12. Evaluate all prescriptions and over-the-counter medication for drug interactions, potential adverse interactions, or other irregularities prior to dispensing and communicate with the requesting physician/designee when there are contraindications for drug regimens.
- 3.5. Licensed Pharmacy Technician: Provide, as an employee of the vendor an on-site licensed pharmacy technician (under the supervision of a Florida state licensed pharmacist), as needed, for review of day-to-day operations, placing medication orders, running reports, assisting nursing staff with any medication related supply issues, and any other functions assigned.
 - 3.6. The licensed pharmacist and licensed pharmacy technician must have the ability to travel between locations, including transport of medications, as needed. Vendor may propose additional pharmacy staff and staff hours in their price proposal for County's consideration.
 - 3.7. Vendor shall provide sufficient quantities of competent and qualified pharmacists, pharmacy technicians, and other personnel as needed to provide required services. All personnel providing services must be licensed or registered in the State of Florida.
 - 3.8. Using County's registrations, licenses, and permits, vendor's pharmacy personnel shall be responsible to order all prescription drugs required to maintain an inventory of stock medications and client

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specific medications, as prescribed, including all controlled substances, as allowed under County's modified Class II pharmacy license. All drugs ordered are subject to County approval. County shall be responsible for payment and shall retain ownership of all medications ordered.

- 3.9. Vendor shall utilize: County's agreements with Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and its drug wholesaler, currently Cardinal Health; any contracted specialty pharmacies; and any other pharmaceutical distributors, GPOs or other outlets to purchase all prescription medication, including controlled substances. County shall receive all manufacturer rebates from drugs ordered by the vendor.
- 3.10. Holiday/Vacation/Overtime: The Vendor shall be responsible for any special holiday or vacation pay owed to pharmacy personnel. Additionally, if the assignment is ongoing at the time of the staff's vacation, the Vendor will provide replacement staff and ensure no lapse in coverage. Overtime is not applicable to this contract, rather it is the Vendor's responsibility to stagger pharmacy personnel coverage to ensure availability onsite or remotely, as agreed between Vendor and County.
- 3.11. Staff Schedules: Vendor shall submit staffing schedules for all pharmacy personnel, including remote/onsite availability, number/type of staff, and staff contact information, for County review and approval prior to initial implementation and prior to subsequent changes.

SECTION 4 – CONSULTATION SERVICES: GENERAL

- 4.1. Vendor will have available for consultation a registered State of Florida licensed Consultant Pharmacist accessible 24 hours a day (including onsite or remotely via telephone and videoconferencing). This person shall be designated as the Consulting Pharmacist.
- 4.2. Consulting Pharmacist shall provide services to ensure all required licensure standards for pharmaceutical services and standards are met as established by organizations including, but not limited to, The Joint Commission ("TJC" or "JCO"), Medicare, Medicaid, and The Commission on Accreditation of Rehabilitation Facilities ("CARF").
 - 4.2.1. BARC is currently accredited by The Joint Commission, and County may add or substitute its accreditation with CARF. As such, the vendor should be sufficiently aware of CARF standards and able to continue to provide services according to CARF standards.
- 4.3. Vendor will comply with all applicable Federal, State, and local laws, rules and regulations, including, without limitation, applicable standards of the Food and Drug Administration, the Drug Enforcement Administration ("DEA"), the Federal and State Departments of Health ("DOH"), the Department of Children and Families ("DCF"), the Agency for Health Care Administration ("AHCA"), Substance Abuse and Mental Health Services Administration ("SAMHSA"), and the State Board of Pharmacy.

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- 4.4. Pharmacist or Consultant Pharmacist shall provide oversight of pharmacy operations in all units and service facilities for compliance with laws, policies, and procedures applicable to storage, dispensing, and proper destruction and disposal of drugs. Oversight shall include the set-up and subsequent review processes for medication storage monitoring, inspections, and Quality Improvement including, but not limited to the following:
- 4.4.1. Drug storage.
 - 4.4.2. Emergency carts.
 - 4.4.3. Emergency treatment boxes and emergency medication kits.
 - 4.4.4. Medication room, medicine cabinets, and refrigerated medications including, but not limited to organization, cleanliness, security, storage, and temperatures.
 - 4.4.5. After-hours drug cabinets.
 - 4.4.6. Storage rooms and refrigerators to ensure accountability for and security of medications, including controlled substances.
 - 4.4.7. Addressing medication packaging, labeling, and expiration dates.
 - 4.4.8. Medication Destruction and Disposal.
 - 4.4.9. Licenses, permitting, and registrations.
 - 4.4.10. Medication and Narcotic Administration Reports.
 - 4.4.11. Patient Drug Regimens.
- 4.5. Develop and implement policies and procedures designed to verify that the medicinal drugs loaded and delivered by the automated dispensing system are accurate and valid and that the machine is properly stocked.
- 4.6. Develop and implement pharmacy/medication management policies and procedures on behalf of County and aligned with federal, state, and local standards and regulations and with the accrediting body for the in-house pharmacy management, and TJC or CARF standards.
- 4.7. Provide pharmacy policy and procedure manuals to all facilities and train staff at each location on the policies/procedures. Vendor shall conduct annual reviews and update the policies and procedures and provide any additional training if necessary.

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- 4.8. Policies and procedures shall be drafted adhering to the County's approved format and made available to BARC staff for review and approval prior to implementation. County shall retain ownership and rights of all work-products and policies developed on behalf of BARC and the County.
- 4.9. Provide technical support during external or internal audits, inspections, and surveys.
- 4.10. Develop and maintain a medication distribution system that meets all regulations, guidelines and professional standards for pharmacies, maintain inventory, and provide monthly usage reports for BARC.
- 4.11. Ensure that all drugs used shall be duly authorized under the appropriate Federal, State, and local laws.
- 4.12. Develop and comply with a drug surveillance and drug utilization review program that meets regulatory requirements and is sufficient to meet the needs of BARC.
- 4.13. Develop and comply with a drug formulary and formulary system in conjunction with the Medical Staff and coordinated by BARC.
- 4.14. Develop a drug cost containment and formulary management program, to include barcoding for storage and inventory control so that scheduled and non-scheduled medications that can be diverted are stored in the ADMs.
- 4.15. Provide patient medication profile monitoring at the time of dispensing for medication allergies, drug interactions, and duplication of therapy, contraindications and safe dosing, with notification provided by the pharmacist to the prescriber of any serious or significant issues.
- 4.16. Ensure that:
 - 4.16.1. Full and complete patient profiles are prepared and maintained by the Medication Room Pharmacy in compliance with all Federal and State laws rules and regulations and applicable standards of accrediting agencies of BARC;
 - 4.16.2. All patient profile records conform to good pharmacy practice so as to permit patient care and quality review; and
 - 4.16.3. There are accurate, daily Medication Administration records of all services and items provided by the Medication Room Pharmacy to BARC patients.
- 4.17. Provide adequate and necessary data in order to allow for accurate patient billing and accountability.

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- 4.18. Monitor and inform BARC of all necessary licenses and permit renewals and shall be responsible for all record keeping and security of controlled substances maintained within BARC Medication Room premises.
- 4.19. Provide Pre-Survey preparation assistance for organizations including, but not limited to: CARF, Centers for Medicare and Medicaid Services (“CMS”), Drug Enforcement Administration (“DEA”), DCF, SAMSHA & TJC, including mock pharmacy surveys. Manager shall provide Health Care Facility accreditation assistance in correcting deficiencies related to medication management and related pharmacy issues.
- 4.20. Schedule and prepare for an annual independent audit and medication reconciliation using an independent third-party firm at no additional cost to County.
- 4.21. Provide in-house trainings to nursing, clients, and support staff, as needed.
- 4.22. Attend County’s Pharmacy or other healthcare committee meetings as requested.
- 4.23. Prepare a monthly Pharmacy Consultation Report pursuant to applicable Joint Commission and AHCA Standards, which involves, but is not necessarily limited to a review of Medication Administration Records of each Client as required by an accrediting body or organization such as TJC or CARF. The review results should indicate the effectiveness of the drug delivery process and its documentation and monitoring of prescribed polypharmacy as outlined in these Specifications and Requirements.

SECTION 5 – CONSULTATION SERVICES: OFFICE BASED OPIOID TREATMENT (OBOT)

- 5.1. Vendor will propose a solution to implement an OBOT Program at BARC’s designated facilities, which includes, but is not limited to:
 - 5.1.1. Opening a wholesaler account under the physician’s name with the DEA license matching the address of applicable BARC facility and the medical license. Once the account is open, the pharmacy would order the buprenorphine products for administration required for the program.
 - 5.1.2. Storing medication at the office under security standards directed by pharmacy oversight.
 - 5.1.3. Ordering Sublocade and other controlled substances used to treat opioid disorder through the specialty pharmacy Besse, or similar, through the doctor’s OBOT and deliver to the designated medical office. Note: Medication may need to be prescribed and filled daily. Administration of medication will be performed by the physician or designated provider.
 - 5.1.4. Setting up all policies and procedures with continuous oversight and consultation of the OBOT program. Policies and procedures shall be drafted adhering to the County’s approved format and made available to BARC staff for review and approval prior to implementation. County

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shall retain ownership and rights of all work-products and policies developed on behalf of BARC and the County.

- 5.1.5. Performing a minimum of one (1) inspection per month to ensure compliance with the OBOT program and any established external or internal regulations, policies, procedures, etc.
- 5.1.6. Ordering, storage, documentation, and monitoring of the OBOT program.
- 5.1.7. Recommending and implement software required to e-prescribe controlled substances, interface pharmacy features with BARC's EHR (currently ECHO) to include inpatient and outpatient features, and any additional software necessary to meet the OBOT demands.
- 5.1.8. Reporting to the state's prescription monitoring program as required by law on a daily basis.
- 5.1.9. Providing any additional services as outlined in the General Consultation section above for the provision of the OBOT program.

5.2. Note: County's acceptance of the OBOT program is subject to price and feasibility of implementation. Vendor's proposal is not a guarantee that County will implement Vendor's OBOT proposal.

SECTION 6 – STANDARDS OF SERVICE

- 6.1. Vendor shall ensure that complete patient profiles are maintained and available in the pharmacy/medication room sites in compliance with federal and state laws, rules and regulations, and accrediting bodies such as TJC or CARF. Patient profile records shall conform to standard pharmacy practices to permit County to provide proper patient care and to conduct effective quality review.
- 6.2. Vendor shall provide accurate and complete records containing daily documentation of all medications, services, and other items provided by pharmacy to County clients. Pharmacy records shall be prepared and maintained in compliance with federal and state laws, rules and regulations, and in accordance to applicable standards of accrediting bodies such as TJC or CARF. Pharmacy client records and charts shall conform to standard pharmacy practice to permit quality review of client care.
- 6.3. Vendor shall provide County with a monthly invoice including previously approved items or services procured by the vendor on behalf of County during the month invoiced. Documentation required to be submitted to accompany the monthly invoice includes:
 - 6.3.1. Time sheets or hourly activity logs for all vendor provided staff to account for total hours worked, by week, during the month invoice.

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6.3.2. Original invoices to support cost to the vendor for acquisition of reimbursable items or services.

6.3.3 Any further documentation required by County to reconcile costs or perform an audit on an as-needed basis.

6.4. Training:

6.4.1. Trainings will be available on-site, off-site, or online (via webinar or video/telephone conference), depending on agency requirements at the time of training. Trainees will be provided with training materials and/or job-aids in an electronic or hardcopy version prior to the training session. Vendor will include details for each training option.

6.4.2. The vendor will maintain a training log documenting the training date, type of training, training method (on/off site, virtual, etc.) and names of County staff in attendance. The training logs will be submitted with the monthly invoice for the applicable month training occurred.

6.4.3. Unless otherwise stated or agreed between County and the vendor, each requested training shall be provided at a minimum of once a month.

6.5. Required Monthly/Quarterly Reports: At a minimum, vendor will be required to submit reports on the following in a pre-approved vendor or County format:

6.5.1. Monthly Pharmacy Inspections.

6.5.2. Continuous Quality Improvement (CQI) Summaries.

6.5.3. Pharmacy Consultant Reports.

6.5.4. Medication Destruction Logs including, at a minimum: Date, Location, Patient Name, Prescription or Rx Number, Drug Name, Dose/Strength, Quantity, and Method of Destruction and Disposal.

6.5.5. Performance Measures and Outcomes.

6.5.6. Training Logs

SECTION 7 – HOURS AND PROCESSING TIMES

7.1. **Location I – BARC Central:** A registered licensed pharmacist and pharmacy technician, shall be available on-site between normal operating hours of 7:00 AM-7:00 PM (EST), seven (7) days a week, for up to forty (40) hours per week OR the agreed upon number of hours and timeframe necessary to successfully operate and support a 24-hour, fifty (50) bed detoxification unit and an outpatient medication-assisted treatment (“MAT”) program. Physical presence of a pharmacy technician may not be needed at all times or at all.

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- 7.2. **Location II – BARC Booher:** The registered licensed pharmacist and pharmacy technician shall be made available on-site between normal operating hours of 7:00 AM-7:00 PM (EST) for up to forty (40) hours per week, seven (7) days a week OR the number of hours necessary (to be determined and agreed upon between County and the vendor) to successfully operate and support a 24-hour, ninety-two (92) bed residential unit and an outpatient MAT program. Physical presence of a pharmacy technician may not be needed at all times or at all.
- 7.3. **Location III – BARC Mills:** This location provides outpatient treatment services to clients such as group and individual therapy, case management, etc. Hours of operation are Monday to Friday, 8:00 AM – 6:00 PM. Currently, in-house pharmacy services are not required at this location, however, there may be special circumstances where medication delivery is required.
- 7.4. **Emergency Coverage:** Vendor will provide after-hours and emergency pharmacy coverage to the Pharmacy, as needed, remotely, or as otherwise agreed. In addition, a local back-up pharmacy will be arranged for urgent (“STAT”) medications required prior to receipt of the routine drug shipment.
- 7.4.1. After-hours are considered any time outside of normal operating hours, or the agreed upon time between the vendor and County.
- 7.4.2. In the case of an emergency activation (including but not limited to hurricanes, natural/manmade disasters, etc.), processing times will be modified in accordance with governmental and regulatory mandates.
- 7.4.3. Pharmacy personnel must be available to provide on-site pharmacy coverage in the event of a natural disaster or emergency at BARC’s designated shelter facilities.
- 7.5. Processing times for prescription orders shall be as follows:
- 7.5.1. **Standard:** Within two (2) hours of receipt.
- 7.5.2. **STAT:** Within fifteen (15) to thirty (30) minutes of receipt.
- 7.6. All processing times and hours of operation may be modified as needed by County.

SECTION 8 – PERFORMANCE MEASURES AND OUTCOMES

- 8.1. Vendor will be required to adhere to Performance Measures and report on Outcomes that will be established by BARC to determine the vendor’s performance. Examples include:
- 8.1.1. Accuracy of Medications Delivered.
- 8.1.2. Response to Emergency Situations.
- 8.1.3. Timeliness to deliver non-formulary medications.
- 8.1.4. Pharmacy Inspections.

SCOPE OF SERVICES

In-House Pharmacy Management Services

8.1.5. Client Satisfaction Surveys.

8.1.6. Inventory Counts to Mitigate Risk or Theft or Loss

**Standard Instructions to Vendors
Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. Litigation History

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. Financial Information

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those

entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by

the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Price Score}} \times \text{(Maximum Number of Points for Price)} =$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Periscope S2G.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.

5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned points totals, five percent (5%) of the available evaluation criteria points (for example, five points of a total 100 points), shall be assigned to Locally Based Businesses as follows:

- a. The maximum points shall be awarded to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses; and
- b. For any other joint venture, points shall be awarded based upon the proportion of Locally Based Businesses' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the evaluation committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Local and/or Locally Based Business Certification Form** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Location Tiebreaker Form**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.

5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G.** It is

the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.

3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through Periscope S2G.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor™s evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**)€ The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor™s completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2120540P1 - In-House Pharmacy Management Services
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>1. Ability of Professional Personnel (Total Points Value: 40)</p>	
<p>1a. Describe prior experience and history providing institutional pharmacy management services and working with facilities that provide mental health and/or substance abuse treatment, including details of knowledge and experience with community pharmacy management. It is preferred that the vendor have a minimum of three (3) years of related experience. Vendors with less than three (3) years of related experience will still be considered; however, failure to have three (3) years of related experience may result in reduced or zero (0) points awarded for sub section 1a.</p> <p>10 points</p>	
<p>1b. Describe experience providing pharmacy consultation with regards to major accrediting bodies' facility surveys and inspections (i.e. The Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF), and the Substance Abuse and Mental Health Services Administration (SAMSHA)) and any government regulating bodies (i.e. Department of Health, Department of Child and Families).</p> <p>10 points</p>	

<p>1c. Describe knowledge and experience with purchasing inventory, including control and utilization management of stock and special-order medications for institutional pharmacy services.</p> <p>5 points</p>	
<p>1d. Describe experience obtaining wholesale pharmaceuticals as a member of a group purchasing organization such as the Minnesota Multi-State Contracting Alliance for Pharmacy (MMCAP) and utilizing a specialty pharmacy. Provide details of experience working with Patient Pharmaceutical Assistance Programs and Reverse Drug Distribution.</p> <p>5 points</p>	
<p>1e. Describe knowledge and experience with pharmacy management software/hardware, specifically addressing experience using automated medication dispensing machines, Electronic Healthcare Records (EHR), Electronic Medical Record (EMR), E-Script, E-Forcse (Florida's Prescription Drug Monitoring Program), and fully electronic medication administration systems with medication bar-coding capabilities.</p> <p>5 points</p>	
<p>1f. Describe the qualifications and relevant experience (resumes) on vendor's key staff, including primary pharmacist, consultant pharmacist, certified pharmacy technicians and any other personnel to be utilized for this project. Provide copies of licensures and certifications applicable in the State of Florida. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project. Include information and disposition for any current or prior disciplinary actions related to licensure of all applicable individuals.</p> <p>5 points</p>	

<p>2. Project Approach (Total Points Value: 30) Additional Information: Describe your approach to the Scope of Services, including software, proposed equipment and ADMs.</p>	
<p>2a. Describe the Vendor's approach to provide Pharmacy Management Services at each service location (Central and Booher). Describe your agency's proposal for on-site and remote services including the proposed arrangement of staffing, quantity/type of automated dispensing machines (ADM's), related software, and plans for coverage to maintaining adequate staffing or service transition at end of contract term or termination. Provide copies of equipment specifications, software descriptions, and any manufacturer brochures. Include a timetable with phases for deployment to include software and equipment.</p> <p>10 Points</p>	
<p>2b. Describe ability to receive physician orders for medication via fax and other means. Describe available provisions for after hour emergency services, filling STAT prescriptions, and delivery of medications on an as-needed basis.</p> <p>7 points</p>	
<p>2c. Describe Vendor's plan for dispensing medications directly to clients and/or staff on a daily, weekly, and monthly basis or other time frame as determined in coordination with County. Provide a detailed description of the proposed medication packaging system. Describe your plan for and experience in managing mid-cycle changes and re-packaging and required coordination with insurance companies.</p> <p>6 Points</p>	

2d. Describe Vendor's proposed solution to implement an OBOT Program at BARC, including regulatory requirements, software, and equipment, as applicable.

7 Points

Additional Information:

Vendor may need to provide a presentation of the project approach, including software, proposed equipment and ADMs.

3. Past Performance and Current Workload (Total Points Value: 5)

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. A minimum of three (3) verified references should be provided for the projects identified. Vendors with less than three (3) verified references will still be considered; however, failure to have three (3) verified references may result in reduced or zero points awarded for this section. References and performance evaluations, including prior work with the County or County references and evaluations, will be considered in evaluation of Vendor's past performance.

Additional Instructions:

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

<p>4. Current Workload (Total Points Value: 5) List all active and projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.</p>	
<p>5. Pricing (Total Points Value: 20)</p> <p>Please refer to the Item Response Form in BidSync.*</p> <p>*Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price / Proposer's Price) x 20 = Price Score.</p>	<p>Please submit price information into BidSync.</p>

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor™s submittal. If not provided with submittal, the Vendor must submit within three business days of County™s request. Failure to timely submit may affect Vendor™s evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and€ responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor™s business profile and operations.

Solicitation Number :		GEN2120540P1
Title :		In-House Pharmacy Management Services
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	
	If Corporation, Specify the State of Incorporation	

	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
19. Has your firm™s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor™s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by _____% or decreased the pricing by _____%.	Click response	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
	If Yes, provide detailed response	

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO STANDARD INSTRUCTIONS TO VENDORS)
In-House Pharmacy Management Services

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

SECTION 1 – ADDITIONAL RESPONSIVENESS CRITERIA

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in determining responsiveness:

1.1. Price:

1.1.1. Periscope Item Response Form:

1.1.1.1. Please refer to the Periscope **Item Response Form**. Pricing **must** be completed via Periscope **Item Response Form** and submitted at time of solicitation due date to be responsive to solicitation pricing requirements.

1.1.1.2. Vendors **must** submit pricing on the Periscope **Item Response Form**. It is the Vendor's sole responsibility to assure their pricing is submitted and received electronically through Periscope by the date and time specified in the solicitation. The County will not consider pricing received by other means. Pricing submitted electronically on the Periscope **Item Response Form** is a matter of **RESPONSIVENESS**. Failure to complete and electronically submit pricing on the Periscope **Item Response Form** **SHALL** determine the Vendor to be **NONRESPONSIVE** to the solicitation pricing requirements.

1.1.1.3. The total points awarded for price will be based on the Vendor's proposed not-to-exceed five (5) year contract amount submitted electronically on the Periscope **Item Response Form**.

1.1.1.4. Pricing for **software** shall accommodate up to **fifty (50) or unlimited users** (users consist of **BARC nursing staff**).

1.1.1.5. Vendor can **propose** additional pharmacy staff and staff hours in their **price proposal** for County's consideration.

1.1.1.6. Bidders are informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing.

1.1.2. Pricing Worksheet:

1.1.2.1. Vendor must submit their completed **Pricing Worksheet** electronically through Periscope by the date and time specified in the solicitation. This is a matter of **responsiveness**. Failure to complete and electronically submit the **Pricing Worksheet**

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shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.

1.1.2.2. Download Instructions:

- 1.1.2.2.1. When viewing the Bid in Periscope, select the “Documents” tab.
- 1.1.2.2.2. Check the box next to “**Pricing Worksheet – GEN2120540P1.**”
- 1.1.2.2.3. Select the download button next to “**Pricing Worksheet – GEN2120540P1.**”
- 1.1.2.2.4. Save as a fillable form (e.g., Adobe Acrobat Document or Adobe PDF Files).

1.1.3. Allowances:

- 1.1.3.1. The solicitation includes an allowance amount for the below items:

Reimbursables Expenses: \$18,000/annually

1.1.3.2. Monthly Reimbursable Expenses:

- 1.1.3.2.1. A Pass-thru Allowance will be created to reimburse the vendor for additional expenses incurred on a **monthly** and case-by-case basis. All expenses requested for reimbursement must include, at a minimum, a receipt, proof of payment, and separated from the regular monthly service cost on the invoice. Reimbursable expenses **may** include **fees** associated with:

- 1.1.3.2.1.1. **Reverse Drug Distribution:** Vendor shall provide County the capability to utilize services of a contracted reverse drug distributor for returning **expired** or unused County inventory **medications** to the appropriate drug wholesaler for credit. Reimbursements issued by drug wholesaler for all medication returns shall be credited to County.

- 1.1.3.2.1.2. **Medication Delivery:** Vendor may be required to **deliver medications** (including emergency/STAT medications), pharmacy **equipment**, or supplies to different BARC facilities, as needed for special and after-hours orders.

- 1.1.3.2.1.3. **Single case-by-case purchase(s):** Vendor may be requested to purchase medications or items on behalf of County, including but not limited to non-formulary medication or formulary **medication** currently out of stock at County facilities. Vendor shall make every effort to **cover** the cost for retail purchase of medications by billing

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the client's insurance, if available, prior to seeking County reimbursement.

1.1.3.2.1.4. Other costs **reviewed/approved** by County prior to purchase or incurring a financial obligation by vendor.

1.1.3.3. The following shall apply to **payment** of allowances:

1.1.3.3.1. The allowance amount is an **estimate only**; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance or permit.

1.1.3.3.2. The Contract Administrator or designee must **authorize** use of any **allowances** (per Technical Specifications) prior to Vendor incurring costs related to an allowance amount.

1.1.3.3.3. **No markup** or **additional fees** are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.

1.1.3.3.4. **Allowances for Permit Fees:** payment for permit fees **does not** include licenses, permit expediting services, re-inspection fees, and expired permit fees. **Proof of permit fee(s)** shall be **submitted** with Vendor's invoice for payment.

1.1.3.3.5. **Allowance for Parts on a Pass Thru:** Vendor **must** charge the County the same invoice prices as it is **charged** by its suppliers. A copy of the Vendor's **invoice(s)** from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor **manufactures** its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

1.1.3.3.6. Vendors are **not** to include this allowance amount with the cost proposal.

1.1.4. **Pricing Review (post end date and time specified in the solicitation):**

1.1.4.1. If there is a discrepancy between the Periscope **Item Response Form** and the **Pricing Worksheet**, the Vendor shall be held to the price proposed per Periscope **Item Response Form**.

1.1.4.2. If a discrepancy between the Periscope **Item Response Form** and the **Pricing Worksheet** is identified and a Vendor requires a change to their Periscope **Item Response Form**, that Vendor shall be determined **nonresponsive** to the solicitation pricing requirements.

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1.1.4.3. If a Vendor requires a change to their Periscope **Item Response Form**, that Vendor shall be determined **nonresponsive** to the solicitation pricing requirements.

1.1.5. **Pricing Submission:** In submitting the Periscope **Item Response Form** and the **Pricing Worksheet**, the proposal must be completed in the following manner:

1.1.5.1. If it is the intent of the Vendor to perform or provide any services or commodities at no cost to the County, then \$0.00 (zero) dollars **MUST** be referenced in the unit price field.

1.1.5.2. Vendor's proposed price should not be bundled or included in another line item unless specifically directed to do so.

1.1.5.3. No fields shall be left blank on the Periscope **Item Response Form** and the **Pricing Worksheet**.

1.1.5.4. No condition, Caveat or Exception on price(s) shall be submitted.

1.1.5.5. No tier pricing shall be submitted.

1.1.5.6. No changes to the **Pricing Worksheet** or the inclusion of additional items will be accepted.

1.1.5.7. **Non-adherence to the above may be cause for the County to deem your proposal non-responsive.**

1.1.5.8. **DO NOT USE "N/A", "-" OR ANY OTHER SYMBOLS. IT IS THE RESPONSIBILITY OF THE VENDOR TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING PRICING PRIOR TO THE SOLICITATION'S DUE DATE. THE COUNTY WILL NOT SEEK CLARIFICATION ON PRICING.**

1.1.6. **Monthly Lump Sum Costs Form**

1.1.6.1. Vendor shall fill out and submit breakdown of pricing using the accompanying **Monthly Lump Sum Costs Form** for the noted items on the Pricing Worksheet.

1.1.6.2. This form is **not considered** a matter of a responsiveness.

1.2. **Domestic Partnership Act Requirement:** This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

SECTION 2 – ADDITIONAL RESPONSIBILITY CRITERIA

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in determining responsibility:

2.1. **Office of Economic and Small Business Development Program:**

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2.1.1. Broward County Business Enterprise (CBE) Goals is **not** assigned for this solicitation.

2.1.1.1. Since this contract contains federal funds, federal law and regulations including, but not limited to, 2 CFR Part 200, are applicable, per the grant agreement with BBHC. Title 2 CFR Part 200 requires that the non-Federal entity (Broward County) conducts procurements in a manner that prohibit the use of statutorily or administratively imposed in state or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) is unable to establish a County Business Enterprise (CBE) goal on this project.

2.2. **Licenses:** This solicitation requires that the Vendor possess: **State of Florida Licensed Pharmacist License, State of Florida Licensed Pharmacy Technician License, and State of Florida Licensed Consultant Pharmacist License**

2.2.1. Vendor must submit **Proof of Licensing** through Periscope by the date and time specified in the solicitation in order to be evaluated as responsible to the **licensing** requirements.

2.2.2. If **Proof of Licensing** is not provided with submittal, the Vendor must submit within three (3) business days of County's request. Failure to timely submit may affect Vendor's responsibility evaluation. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the solicitation.

2.2.3. A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified license, if applicable, as per Special Instructions to Vendors, issued either by the State of Florida or Broward County. If not submitted with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture holds the specified license issued either by the State of Florida or Broward County.

SECTION 3 – STANDARD AGREEMENT LANGUAGE REQUIREMENTS

Please refer to the **Standard Instructions for Vendors, Section D**. Vendors are to review the following terms and conditions which are applicable to this solicitation. If exceptions are taken, the Vendor must specifically identify same on the **Agreement Exception Form** and submit as instructed.

3.1. **Standard Agreement Form (BCF #101):**

3.1.1. **Terms and conditions:**

<https://www.broward.org/purchasing/documents/1.%20Standard%20Agreement%20Form%20BCF%20101.pdf>

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- 3.1.2. Exceptions to any provision of the **Standard Agreement Form** must be specifically identified and included in the **Agreement Exception Form**.
- 3.2. **Business Associate Agreement (BAA):**
 - 3.2.1. **Terms and conditions:**
<https://www.broward.org/purchasing/documents/9.%20Standard%20Business%20Associate%20Agreement%20Form.pdf>
 - 3.2.2. Exception(s) to any provision of the **BAA must** be specifically identified and included in the **Agreement Exception Form**.
 - 3.2.3. The **BAA** will be included in the resulting contract with the selected Vendor.
- 3.3. **Services Level Agreement (SLA):**
 - 3.3.1. **Terms and conditions:**
<https://www.broward.org/purchasing/documents/GEN2120540P1%20In-House%20Pharmacy%20Management%20Services.pdf>
 - 3.3.2. Exception(s) to any provision of the **SLA must** be specifically identified and included in the **Agreement Exception Form**.
 - 3.3.3. The **SLA** will be included in the resulting contract with the selected Vendor.
- 3.4. **Enterprise Technology Services Security Requirements Exhibit – High Risk:**
 - 3.4.1. Please refer to the **Enterprise Technology Services Security Requirements Exhibit – High Risk (“ETS Security Requirements”)** which is included hereto and made a part hereof.
 - 3.4.2. Exception(s) to any provision of the **ETS Security Requirements must** be specifically identified and included in the **Agreement Exception Form**.
 - 3.4.3. The **ETS Security Requirements** will be included as an Exhibit in the resulting contract with **the selected Vendor**.

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3.5. Security Requirements:

- 3.5.1. Please refer to the **Security Requirements** which is included hereto and made a part hereof.
- 3.5.2. Exception(s) to any provision of the **Security Requirements** must be specifically identified and included in the **Agreement Exception Form**.
- 3.5.3. The **Security Requirements** will be included as an Exhibit in the resulting contract with the selected Vendor.

SECTION 4 – DEMONSTRATIONS

- 4.1. Please refer to **Standard Instructions to Vendors, Section F** for additional information and requirements. Demonstrations **does not** apply to this solicitation.

SECTION 5 – PRESENTATIONS

- 5.1. Please refer to **Standard Instructions to Vendors, Section G** for additional information and requirements. Presentations **apply** to this solicitation.
- 5.2. Vendors determined by the Evaluation Committee (during the **Initial Evaluation Meeting**) to be both responsive and responsible to the requirements this solicitation, will be required to make an oral presentation to the Evaluation Committee at the **Final Evaluation Meeting**.
- 5.3. For meeting details, please refer to **Special Instructions to Vendors, Section 9 – Project Schedule**.

SECTION 6 – PUBLIC ART AND DESIGN PROGRAM

- 6.1. Please refer to **Standard Instructions to Vendors, Section H**. Public Art and Design Program **is not** applicable to this solicitation.

SECTION 7 – PROCUREMENT AUTHORITY

- 7.1. This project is pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code.

SECTION 8 – PROJECT FUNDING SOURCE

- 8.1. This project is funded in whole or in part by County Funds, Federal Funds, State Funds or any other type of funds identified by the County.

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SECTION 9 – PROJECT SCHEDULE

- 9.1. **Initial Shortlisting or Evaluation Meeting (Sunshine Meeting):** To Be Determined
- 9.2. **Final Evaluation Meeting (Sunshine Meeting):** To Be Determined
- 9.3. Please check this website for any changes to the above tentative schedule for Sunshine Meetings:
<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.
- 9.4. **Virtual Meetings:** If circumstances (such as those related to COVID-19) require the meetings identified in this Section to be virtual meetings, such meetings will be held through a conferencing application (such as Skype for Business) which can be accessed by phone or computer. Vendors invited to participate in virtual presentations will be required to do so using the application (such as Skype for Business) established for the virtual meeting.

SECTION 10 – PROJECT MANAGER INFORMATION

- 10.1. **Project Manager Name and Title:** Simone Knight, Contract/Grant Administrator Senior, Broward Addiction Recovery Center
- 10.2. **Project Manager E-mail:** siknight@broward.org

SECTION 11 – QUESTIONS

- 11.1. Vendors are requested to please submit questions regarding this solicitation through the Question & Answer (Q&A) section in Periscope; answers will be posted through Periscope.

SECTION 12 – CHANGES TO STANDARD INSTRUCTIONS TO VENDORS

The following supersedes the direction provided in the **Standard Instructions to Vendors** only for the Subsections specifically identified below (the Subsections not identified below remain applicable):

- 12.1. **Section C.1. – Vendor Questionnaire:** Vendor is required to submit detailed information on their firm. Please refer to the **Vendor Questionnaire Form** and submit as instructed. The completed Vendor Questionnaire Form should be returned with Vendor's submittal as a pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file.
- 12.2. **Section E.1. – Evaluation Criteria:** The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria Response Form**. The County reserves the right to obtain additional information from a Vendor.
- 12.3. **Section W.6. – Submittal Instructions:** Please refer to **Special Instructions to Vendors, Section 13**.

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- 12.4. **Section P – Tiebreaker Criteria:** Due to this solicitation utilizing Federal Funding, the **Location Tiebreaker form and the Domestic Partnership Act Certification (Requirement and Tiebreaker) form** will not be used as tiebreaker criterion.

SECTION 13 – EVALUATION CRITERIA AND VENDOR QUESTIONNAIRE FORMS

Vendor should complete the **Evaluation Criteria Response Form** and the **Vendor Questionnaire Form** with their response to each corresponding item and organize their proposal in the same order as the Evaluation Criteria Response Form. The completed forms should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three (3) business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

13.1. **Download Instructions:**

13.1.1. When viewing the Bid in Periscope, select the “Documents” tab.

13.1.2. Check the box next to “**Evaluation Criteria and Vendor Questionnaire Forms – GEN2120540P1.**”

13.1.3. Select the download button next to “**Evaluation Criteria and Vendor Questionnaire Forms – GEN2120540P1.**”

13.1.4. Save as a fillable form; example: Adobe Acrobat Document; Adobe PDF Files. Please do not save as any other type of document.

13.2. **Step to Activate the Fillable Fields:**

13.2.1. Vendor **must** check the box found on page 1 next to: “Check here to indicate that Vendor agrees it had read and will comply with the submission instructions above.”

13.3. **Upload Instructions:**

13.3.1. Please upload as a fillable PDF file.

13.3.2. **PLEASE DO NOT APPLY ANY TYPE OF SECURITY, ALTER, OR OTHERWISE MANIPULATE THE DOCUMENT. PLEASE DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO PERISCOPE.**

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VENDOR REFERENCE VERIFICATION FORM

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



VENDOR REFERENCE VERIFICATION FORM

GEN2120541P1 - In-House Pharmacy Management Services				
Reference For (hereinafter, "Vendor"):				
Reference Date:				
Organization/Firm Providing Reference:				
Contact Name:				
Contract Title:				
Contact Email:				
Contact Phone:				
Name of Referenced Project:				
Contract Number:				
Date Range of Services Provide:	Start Date:	End Date:		
Project Amount:				
Vendor's Role in Project:	<input type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Please rate your experience with the referenced Vendor via checkbox:				
	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.</small>				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: <input type="checkbox"/> Email <input type="checkbox"/> Verbal	Verified by:	Division:		
		Date:		

In-house Medication Room/ Pharmacy Management Services to be inclusive of all costs for pharmacy supplies, delivery fees, pharmacy staff and consultations, pharmacy equipment, monthly equipment maintenance fees (if applicable), pharmacy software licensing fees, medication transportation services, and other service fees as stated in the Specifications.		Initial Term Duration: 3 Years Year 1 (Includes Start Up Costs)				Initial Term Duration: 3 Years Year 2				Initial Term Duration: 3 Years Year 3			
** Please note that this Pricing Worksheet is just for the Initial Term of three (3) years. The remaining two, one-year renewal terms will be determined through negotiations after award.													
Line Item	Description	Unit of Measure	Unit Cost	Annual Quantity	Total Annual Cost	Unit of Measure	Unit Cost	Annual Quantity	Total Annual Cost	Unit of Measure	Unit Cost	Annual Quantity	Total Annual Cost
Start Up Costs													
1	One-Time Initial Start-Up Costs (non-recurring), Location I - Central Facility: Lump sum fee to include all costs to for initial set-up of in-house pharmacy such as training fees for pharmacy personnel, initial supplies, software/licensing/equipment fees, initial programming of pharmacy system, etc. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Each		1	\$ -								
2	One-Time Initial Start-Up Costs (non-recurring), Location II - Boeher Facility: Lump sum fee to include all costs to for initial set-up of in-house pharmacy such as training fees for pharmacy personnel, initial supplies, software/licensing/equipment fees, initial programming of pharmacy system, etc. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Each		1	\$ -								
3	One-Time Initial Start-Up Costs for OBOT (non-recurring) - All locations, as applicable. Vendor will implement software required to e-prescribe controlled substances, interface pharmacy features with BANC's EHR (currently ECHO) to include inpatient and outpatient features, and any additional software, equipment, supplies, etc. necessary to meet the OBOT demands. Note: If an OBOT is not applicable to Vendor's proposal, enter \$0.00. Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Each		1	\$ -								
Subtotal (One Time Initial Start Up Costs):					\$ -								
Estimated Annual Usage													
5	Licensed Pharmacist, onsite, hourly rate, Location I - Central Facility	Hours		2,912	\$ -	Hours		2,912	\$ -	Hours		2,912	\$ -
6	Licensed Pharmacist, onsite, hourly rate, Location II - Boeher Facility	Hours		2,912	\$ -	Hours		2,912	\$ -	Hours		2,912	\$ -
7	Registered Pharmacy Technician, onsite, hourly rate, Location I - Central Facility. Note: If Pharmacy Technician not required for this location, enter \$0.00	Hours		2,912	\$ -	Hours		2,912	\$ -	Hours		2,912	\$ -
8	Registered Pharmacy Technician, onsite, hourly rate, Location II - Boeher Facility. Note: If Pharmacy Technician not required for this location, enter \$0.00	Hours		2,912	\$ -	Hours		2,912	\$ -	Hours		2,912	\$ -
9	Registered Pharmacy Technician Emergency Activation Rate Note: If a Pharmacy Technician not required per vendor's proposal, enter, \$0.00. Quantity of one (1) is for calculation purposes only. The quantity of hours is subject to change based on need.	Hours		1	\$ -	Hours		1	\$ -	Hours		1	\$ -
10	Licensed Pharmacist, remote and after-hours - HOURLY RATE. *Note: IF AN HOURLY RATE IS NOT APPLICABLE, VENDOR MUST ENTER \$0.00 AND ENTER AMOUNT UNDER LINE ITEM #11 - ALTERNATE RATE PER PRESCRIPTION.	Hours		1,300	\$ -	Hours		1,300	\$ -	Hours		1,300	\$ -
11	Licensed Pharmacist Emergency Activation Rate Quantity of one (1) is for calculation purposes only. The quantity of hours is subject to change based on need.	Hours		1	\$ -	Hours		1	\$ -	Hours		1	\$ -
12	Licensed Pharmacy Consultant - GENERAL, onsite, hourly rate.	Hours		480	\$ -	Hours		480	\$ -	Hours		480	\$ -
13	Licensed Pharmacy Consultant - GENERAL, offsite, hourly rate.	Hours		480	\$ -	Hours		480	\$ -	Hours		480	\$ -
14	Licensed Pharmacy Consultant - OBOT, onsite, hourly rate.	Hours		480	\$ -	Hours		480	\$ -	Hours		480	\$ -
15	Licensed Pharmacy Consultant - OBOT, offsite, hourly rate.	Hours		480	\$ -	Hours		480	\$ -	Hours		480	\$ -
16	Pharmacy Equipment, Location I - Central Facility: Lump Sum monthly cost for all Automated Dispensing Machines (ADMs) and ancillary equipment. Note: County recommends four (4) ADMs at this location to service fifty (50) clients. Vendor may recommend more or fewer ADMs according to their proposal and pharmacy solution. Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown. Vendor may recommend more or fewer ADMs according to their proposal and pharmacy solution.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
17	Pharmacy Equipment, Location II - Boeher Facility: Lump Sum monthly cost for all Automated Dispensing Machines (ADMs) and ancillary equipment. Note: County recommends two (2) ADMs at this location to service ninety-two (92) client facility. Vendor may recommend more or fewer ADMs according to their proposal and pharmacy solution. Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
18	Equipment Maintenance, Location I - Central Facility: Lump Sum monthly cost for maintenance inclusive of all equipment and technical support. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
19	Equipment Maintenance, Location II - Boeher Facility: Lump Sum monthly cost for maintenance inclusive of all equipment and technical support. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
20	Software Licensing/Maintenance, Location I - Central Facility: Lump Sum monthly cost for software licensing and software maintenance, inclusive of all primary and third-party software. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
21	Software Licensing/Maintenance, Location II - Boeher Facility: Lump Sum monthly cost for software licensing and software maintenance, inclusive of all primary and third-party software. Note: Vendor is required to submit breakdown of Monthly Lump Sum Costs Breakdown.	Months		12	\$ -	Months		12	\$ -	Months		12	\$ -
Subtotal (Annual Usage Costs):					Year 1	\$ -	Year 2	\$ -	Year 3	\$ -			
Initial Term Contract Amount (One Time Start Up Costs and Annual Usage for Three Years):										\$ -			

	Total Annual Cost (As noted on Pricing Sheet):				

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Date:

Title:

Vendor Name:

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	GEN2120540P1 - In-House Pharmacy Management Services
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Definitions.

“Agreement” means the written contract executed between Contractor and County, if any; the terms and conditions stated in the applicable competitive solicitation, if no mutually executed contract; or, if none of the above, the applicable purchase order issued by County.

“Contractor” means the vendor providing the goods or services pursuant to the Agreement.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the

Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;

- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County’s Contract Administrator, and disclose any default accounts or backdoors that exist for access to County’s network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County’s Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor’s or the original Equipment manufacturer’s website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County’s cardholder data environment (“CDE”), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program (“CISP”) Payment Application Best Practices and Audit Procedures including Security Standards Council’s Payment Card Industry (“PCI”) Data Security Standard (“DSS”), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to

- the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
 - (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
 - (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
 - (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
 - (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9.Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>.
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to

security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

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STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

Broward County Board of
County Commissioners

- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

<input type="text"/>	<input type="text"/>	<input type="text"/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name

Title

Vendor Name

Date

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/Name

Title

Date

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in Periscope S2G.

 bold line separating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line separating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Broward County Board of
County Commissioners

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:



bold

line

seperating

sections

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name

Title

Vendor Name

Date

INSURANCE REQUIREMENTS

Project: In-house Pharmacy Management Services
Agency: Broward Addiction Recovery Center

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Riggers Liability Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> Pharmacist Professional Liability Insurance (Errors and Omissions).	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:	\$2,000,000	
			Extended Reporting Period of:	2 Years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> Cyber Liability Insurance	N/A	<input type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> Crime and Fidelity/Employee Dishonesty <i>Broward County must be named as a Loss Payee</i>			Each Occurrence:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301



TIMOTHY CROWLEY
dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=RM,
ou=Users, cn=TIMOTHY CROWLEY
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Risk Management Division

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for

the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
 6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
 7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
 8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
 9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
 10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
 11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
 12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
 13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: <https://www.broward.org/purchasing>.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence; Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

However, vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Question and Answers for Bid #GEN2120540P1 - In-House Pharmacy Management Services

Overall Bid Questions

There are no questions associated with this bid.