



**REQUEST FOR PROPOSAL
FOR
Cardiac Monitors**

RFP NO. 16-P-64AK

Closing Date: March 22, 2016

**DO NOT RESPOND TO THIS SOLICITATION ON LINE
SEE SECTION 1.3.4, *DELIVERY OF PROPOSALS***

Purpose of RFP

**The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals
for Cardiac Monitors for the County of Volusia, Florida.**

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RFP 16-P-64AK

Cardiac Monitors

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for a contract for the purchase of cardiac monitor/defibrillators for the Emergency Medical Services (EMS) and the Volusia County Fire Rescue (VCFR) Divisions.

As part of this RFP, the Department of Public Protection will be trading in existing cardiac monitors/defibrillators, chargers, and batteries.

The EMS Division is seeking to purchase up to 52 Cardiac Monitors/Defibrillators and the Fire Rescue Division is seeking to purchase up to 27 Cardiac Monitors/Defibrillators. This is an estimate only and in no way represents a guarantee of future expenditures.

2.0 SCOPE OF SERVICES

2.1 Specifications

- A. The cardiac monitor/defibrillators shall, at a minimum, have the ability to perform the following functions:
 - 1. Monitor, print, and visually display 4-lead EKG rhythms;
 - 2. Monitor and print 12-lead EKG rhythms;
 - 3. Monitor and visually display continuous, real-time peripheral capillary oxygen saturation (SpO2);
 - 4. Monitor and visually display continuous, real-time end tidal carbon dioxide readings (ETCO2);
 - 5. Monitor and display carbon monoxide (SpCO) readings;
 - 6. Perform Non-Invasive Blood Pressure Monitoring (NIBP);
 - 7. Perform synchronized cardioversion based on current American Heart Association recommendations;
 - 8. Perform unsynchronized defibrillation based on current American Heart Association recommendations;
 - 9. Perform Transcutaneous Pacing (TCP);

10. Transmit electrocardiograms (EKG) directly from the cardiac monitor to a receiving hospital with the use of a wireless card (i.e. from a remote location away from response vehicle) and via a secured Wi-fi network (when in range of response vehicle's wireless network);
 11. Upload complete full-disclosure case reports to an electronic patient care report (ePCR) solution (current solutions in use by Volusia County are Zoll ePCR and FireHouse). Respondent shall provide a list of all ePCR solutions that can facilitate a direct upload with their product; and,
 12. Ability to upload complete full-disclosure case reports to a repository (client based and/or cloud based) to ensure all patient reports are stored;
- B. The cardiac monitor/defibrillators shall be approved for use by the Food and Drug Administration (FDA) in a pre-hospital setting;
 - C. The end-user shall be able to view the entire case report after upload and it shall have the ability to be viewed in real-time. This ability can be either built into the ePCR or can be a standalone product that can be installed on the ePCR tablet;
 - D. The cardiac monitor shall have the ability to be secured to the stretcher for continuous patient monitoring while moving the patient from one location to another on the stretcher. The Contractor shall provide assurance that the cardiac monitor can be secured to a FERNO™ brand stretcher for patient movement;
 - E. The cardiac monitor shall have the ability to be secured inside the patient compartment of a transport vehicle in accordance to National Fire Protection Association standards.

2.2 Pricing

Respondent shall complete and submit Attachment A – Pricing. Please complete all five (5) tabs of Attachment A. It is the intent of the County of Volusia to issue a purchase order for the initial purchase of the cardiac monitors/defibrillators and associated accessories. A master agreement will be issued for the purchase of accessories and components and ongoing maintenance. The master agreement will be issued for three years with the option for two one-year renewals.

- A. Respondent shall provide the County with pricing (or a percentage discount off of list pricing) on accessories that are not covered under the preventative maintenance plan.
 1. Limb Lead Cables
 2. 12-Lead Cables
 3. SpO2/SpCO sensors/probes/cables (both pediatric and adult)
 4. NIBP hoses
 5. NIBP cuffs
 6. Replacement carrying cases

7. Factory Direct replacement batteries.

2.3 Delivery

- A. Respondent shall include the estimated time frame for delivery of the cardiac monitors/defibrillators. All cardiac monitors/defibrillators shall be delivered at the same time and the price shall include all freight and delivery charges. The units shall be shipped to Volusia County Emergency Medical Services facility, 112 Carswell Avenue, Holly Hill, Florida 32117.
- B. The intent of the County is to trade-in the current cardiac monitor/defibrillators at the conclusion of the training and installation of mounts/brackets/chargers. Respondent shall provide information on how they want the trade in equipment returned and all shipping/freight charges for the returned equipment is the responsibility of the Respondent. Please see Attachment A – Pricing (tab labeled Trade-In Value) for an estimated number of units available for trade-in. This is an estimate only and in no way represents a guarantee of units available for trade-in.

2.4 Service Agreement

- A. The Contractor shall provide an on-going non-warranty service agreement to include training for field personnel for initial deployment and provide any additional updates that are required of the manufacturer. Details of this service agreement shall be included with each proposal. There shall be no additional charge to the County for this service agreement.
- B. Respondent shall provide the length of training recommended by the manufacturer as well as a timeline of when the training will be performed. Respondent shall provide an overview of training for the end-user as well as an overview of training for administrative personnel (approximately 300 end users and 50 administrative staff).
- C. Respondent shall note the maximum number of days they will provide roll-out specialists to help get field staff trained for the new equipment. The County and Contractor will agree on a training schedule based on the proposed number of days.

2.5 Preventative Maintenance

- A. Respondent shall include their recommended maintenance plan for the cardiac monitor/defibrillators listing all correlating costs the County will be charged for this service. This plan shall include the cost of expedited loaner equipment, weekly on-site repair visits, bi-annual (two (2) times per year) preventative maintenance/quality assurance checks, and replacement parts/accessories. The maintenance plan shall be comprehensive in nature.

- B. It is preferred that battery replacement is part of the maintenance plan and the Contractor shall specify if that is included in the plan. If battery replacements are part of the maintenance plan please specify the frequency of battery replacement.
- C. All repairs and preventative maintenance shall be performed at one of the following locations (subject to change in the future):
 - 1. Volusia County Emergency Medical Services facility located at 112 Carswell Avenue, Holly Hill, Florida.
 - 2. Volusia County Fire Rescue Logistics facility located at 1970 South Volusia Avenue, Orange City, Florida

2.6 Warranty

- A. The warranty shall be the manufacturer's standard warranty. All warranty work shall be performed at one of the locations listed in §2.5(C) above.
- B. Warranty shall include, at a minimum:
 - 1. One (1) year parts and labor warranty against manufacturing defects affecting the performance of the unit, to include transport of affected unit(s);
 - 2. Two (2) year components warranty against manufacturer defects affecting the performance of the components.

2.7 Acceptance Criteria

Respondent shall be required to demonstrate the cardiac monitor and its features for verification of functional requirements as defined in the scope of work. The County's role will be to provide the necessary personnel to support the demonstration and ensure availability of external systems.. The County will confirm that each Proposer utilizes mutually agreed upon test scenarios and test data in the demonstration. The demonstration shall be considered complete when the Proposer has demonstrated, and the County has confirmed, the functionality of all requirements have been met and the County's project manager has accepted the corrective action plan for any outstanding defects or errors. Demonstrations shall be scheduled after the closing of this RFP.

2.8 Functional Testing

- A. Upon the County's approval of the Proposer's functional demonstration, the County will be provided sufficient time to conduct additional testing of the product using varying test scenarios and to identify any undiscovered discrepancies with regard to the requirements in the scope of work. The amount of time provided for the period of functional testing shall be up to three (3) consecutive days so a sufficient number of field staff can testing the equipment in a non-clinical setting.

- B. Part of the testing will include the use of the product in a transport vehicle. The product will be required to perform and transmit 12-lead EKG's to area hospitals and be able to obtain vital signs and continuous monitoring of 4-lead rhythms over different road conditions that are representative of all parts of Volusia County (i.e. paved roads and dirt roads).
- C. Respondent shall have a representative on site for functional testing to assist with troubleshooting and provide an overview of the product to the end-users prior to testing. The timing of the functional testing will be mutually agreed upon by the Proposer and the County and shall take place at the Volusia County Fire Rescue Training Center located at 3889 Tiger Bay Road, Daytona Beach, Florida. The functional testing shall be complete after the mutually agreed upon amount of time has elapsed and the County's project manager has accepted the corrective action plan for any outstanding defects or errors.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for proposal (RFP).

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 RFP Closing Date

Proposals (also referred to herein as "Submittals," "Offers," or "Responses") must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., local time, on Tuesday, March 22, 2016. Proposals received after this time will not be considered.

3.3 Proposed Schedule

February 16, 2016Release date for Request for Proposal
March 1, 2016Pre-proposal Conference
March 8, 2016Final date to receive written questions
March 15, 2016Release date for answers to written questions
March 22, 2016Closing Date

3.4 Delivery of Proposals

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **"RFP # 16-P-64AK"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **302**, in the

Purchasing Office on the third (3rd) floor at the above address. To be considered, a proposal must be received and accepted in the Purchasing and Contracts Office before the RFP Closing Date and Time.

3.5 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Purchasing Conference Room at 123 W. Indiana Avenue, Room 300, DeLand, FL, at 1:30 p.m., EST, on Tuesday, March 1, 2016. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.6 Public RFP Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation are exempt from disclosure as a public record until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, proposals or final replies, whichever is earlier. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, to inspect the completed tabulation, go to www.volusia.org/purchasing. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such exemption may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

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Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.7 Public Records

Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Contract may be performed by the County itself as a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Contract;
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
- C. Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;
- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has

designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this Section 3.7, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section 3.7, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section 3.7.

3.8 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit **twelve (12)** complete sets of the RFP Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **Ten (10)** hard copies marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RFP Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1) COMPLETE** electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RFP Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the RFP Proposal.
- D. The Proposal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a

sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.9 Questions, Exceptions, and Addenda Concerning RFP 16-P-64AK

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RFP shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in item B (below), who shall be the official point of contact for this RFP. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

- B. Mark cover page or envelope(s) "Questions, Exceptions and Addenda Concerning RFP # 16-P-64AK, "Cardiac Monitors."

Submit questions to:

Andrew G. Kokitus, Procurement Analyst
Telephone:.....386-943-7009
Fax:386-740-5158
E-mail:.....akokitus@volusia.org

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RFP before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.
- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

3.10 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall proposal or solution, as defined in Section 3.28, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all

informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.11 Other Agencies

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.12 F.O.B. Point

The F.O.B. points for the Contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Seller/Respondent and the carrier.

3.13 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.14 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section 0 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days

prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 0, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 0.

Nothing herein shall preclude the right of the County to waive its rights under this Section 0 but no waiver shall be granted by the County without amendment to the Contract.

3.15 Contract

- A. The contents of this RFP and all provisions of the successful Proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into a Contract and become legally binding on the selected proposer. The content of the Contract may contain changes as a result of the RFP process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any Contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.16 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.

- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, FS, (as amended).

3.17 Respondent's Responsibility

Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RFP will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.18 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any

payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.19 Conflict of Interest Form

All Respondents shall properly complete, have notarized, and include with their submittal the attached form disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, Contracts, or interests associated with this project.

3.20 Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number; and
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.21 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.22 Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RFP Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal

jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.23 Insurance

A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

SCHEDULE

LIMITS

Workers' Compensation

Florida Statutory Coverage

Commercial General Liability \$2,000,000. General Aggregate
..... \$1,000,000. Personal/Advertising Injury
Blanket Contractual Liability..... \$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability..... \$1,000,000. CSL
All autos-owned, hired or no-owned
(Symbol 1 Coverage)

Excess Liability..... \$5,000,000. Per Occurrence

Professional Liability \$1,000,000. (Project Specific)
(Errors & Omissions)

Products Liability..... \$1,000,000. Per Occurrence

1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by Subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.
3. Workers' Compensation Insurance. Per Section 3.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Contract or that is in any way connected with work or services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.
 - a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
4. Commercial General Liability Insurance. Per Section 3.23, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Contract. Public liability coverage shall include

either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

5. Excess/Umbrella Liability. Per Section 3.23, A, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the excess/umbrella liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
6. Motor Vehicle Liability. Per Section 3.23, A, the Contractor shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
7. Professional Liability. Per Section 3.23, A, the Contractor shall ensure that it secures and maintains, during the term of this Contract, Professional Liability insurance with limits of no less than the amount shown contemplated by this Contract. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees [and broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work].
 - a. If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to

the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

- b. The Contractor must maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Contract. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require that the Subcontractor's carrier immediately inform the Contractor, the County of Volusia's Risk Management Division, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.
8. Coverages for professional and pollution liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Contract and with a three (3) year reporting option beyond the expiration date of this Contract including any amendments to the Contract term. County shall be included as an additional named insured under the pollution liability insurance policy.
9. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. General Insurance Requirements

1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of **A-** in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
2. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.
3. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this

Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).

4. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Contract.
5. Cancellation Notices. During the term of this Contract, Contractor shall be responsible for promptly advising and providing County of Volusia's Risk Management Division and the Purchasing and Contracts Division with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
6. For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Contract except professional liability and workers compensation.
7. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.9, Questions, Exceptions, and Addenda Concerning RFP #16-P-64AK to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractor with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard, and the expiration dates.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Contract but County has no obligation to renew any policies.

D. The provisions of this Article shall survive the cancellation or termination of this Contract.

3.24 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a Contract for an initial three (3) year term with two (2) subsequent one (1) year renewals. It is the intent of the County of Volusia to issue a purchase order for the initial purchase of the cardiac monitors/defibrillators and associated accessories. A master agreement will be issued for the purchase of accessories

and components and ongoing maintenance. The master agreement will be issued for three years with the option for two one-year renewals.

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

3.25 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition must be made pursuant to the provisions of this Section 3.25 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations must be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the RFP opens. The base index number for the PPI will be for the month the RFP opens. Any subsequent price redeterminations shall use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at <http://data.bls.gov/PDQ/outside.jsp?survey=ci>, as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Contract.
- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price

redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

- i) *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or "*#2 diesel fuel - WPU057303*," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Contract.
- E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "*Medical*

equipment & supplies manufacturing (PCU33911-33911)”, as published by the Bureau of Labor Statistics.

F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

| | | | |
|---|----|-------------------------------|----------|
| Base index PPI | = | | \$179.20 |
| Current applicable PPI | = | | \$200.50 |
| PPI increased by \$10.30 (\$200.5 – \$179.2 = \$21.30) | | | |
| | or | (21.3 ÷ \$179.2 = .1188)..... | .11.9% |
| Unit cost of the service is..... | | | \$100.00 |
| 30% of \$100.00 is directly attributed to the redetermination category..... | | | \$30.00 |
| \$30.00 X 11.9% | = | | \$3.57 |
| New unit price for the product/service is (\$100 + \$3.57)..... | | | \$103.57 |

G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 3.25, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 3.25 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section 3.25, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.26 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

The Contractor’s request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in

part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.27 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.28 Evaluation Criteria

Each proposal shall be evaluated using the following criteria:

- A. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
- B. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:
 - 1. Cost Proposal – As noted in Tab 7;
 - 2. Firm qualifications - As noted in Tabs 1, 6, 7 and 9. Availability of sufficient qualified, experienced staff to perform implementation, training, product maintenance and support; adequate organizational structure; financial stability; adequate capital resources to maintain and support the hardware and software product(s) for a preferred five (5) year period. Support capabilities of staff and resources available for hardware and software maintenance, support and training; types and available hours of support services; general overview of hardware and software and associated training methods;
 - 3. Capabilities of the proposed cardiac monitors – As noted in Tabs 6 and 7. The ability of the cardiac monitors to provide the features as defined in Attachment B; ease of use – intuitive functions and tools; flexibility;
 - 4. Service Agreement (including training), Preventive Maintenance, and Warranty – As noted in Tab 9.
 - 5. Delivery Plan – As noted in Tab 8
 - 6. References – As noted in Tab 3.

7. Overall project methodology/approach to support the needs and objectives of the project; and
8. Financial Stability – As noted in Tab 4.

3.29 Termination

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
 1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination.
 2. Place no further orders or subcontracts for materials, services or facilities.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination.
 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.29, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due

to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.

- F. **Non-Appropriation**. The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid (a) to the date of termination on a prorated basis for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.29, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
 - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.
 - 2. For all undisputed outstanding invoices submitted to the County for Work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any

undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.

- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

3.30 Incurred Expenses

This RFP does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

3.31 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this RFP. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.32 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RFP. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.33 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Respondent but to ensure that the County receives quality services.

3.34 Compliance with Laws and Regulations

Contractors shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.35 Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

- B. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.36 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.36, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.37 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must

assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.38 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.39 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.40 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision

hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.41 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

3.42 Contractor’s Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not knowingly or willingly and will not during the performance of the resulting Contract employ illegal alien workers (i.e., non-U.S. citizens who have not been issued valid, appropriate, and current non-immigrant work visas, Form I-551s, or other similar governmental documentation necessary to authorize such persons to reside and perform compensated work or services, whether temporarily or permanently, within the United States) or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.42.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contract, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.43 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.44 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.45 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.46 New Material

Unless otherwise provided for in this specification, the awarded Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this RFP solicitation are new, not used or reconditioned. The Contractor represents that these goods, materials, supplies, or components are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or

components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Procurement Analyst authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

3.47 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.48 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.49 Proposal Acceptance Period

Any Proposal in response to this RFP shall be valid through **August 22, 2016**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by August 22, 2016.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit

material in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include at a minimum:

Tab 1 – Respondent’s Profile and Submittal Letter

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm’s letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Organizational structure of business;
 - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
 - 4. A Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org;
 - 5. Ownership interests;
 - 6. Active business venues (counties, states, etc.);
 - 7. Present status and projected direction of business;
 - 8. The overall qualifications of the business to provide the services requested;
 - 9. The qualifications of the firm’s employees who will work on the Contract;
 - 10. Federal Identification Number of firm.

Tab 2 - Completed Proposal Form (use attached form Section 5.0)

Tab 3 – References

Provide three (3) references of the same or similar magnitude to this solicitation request where the proposed product has been used within the past five (5) years, including company name, contact person, phone number and e-mail address. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference. (see Section 5.0)

Tab 4 – Financial Statement

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 5 – Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit a Proof of Exemption approved by the Volusia County Revenue Director (see Section 8.0).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances:

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number, name the Volusia County contact person, and show the County of Volusia as additional named insured.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. (see Section 9.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 10.0)

D. Taxpayer Identification Number (TIN) and Certification Form

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

Tab 6 - Additional Information (25 pages max.)

All supporting information, report, and screen formats that Respondent believes relevant to understanding the Cardiac Monitor and its software shall be included and referenced.

Also, give a sample of some of the key outputs (reports and screens) that the system can generate.

Tab 7 – Attachments A and B

All Respondents shall complete Attachment A – Pricing (all 5 tabs) and Attachment B – Cardiac Monitors Specifications and Functionality. Include a

hard copy in Tab 7. Respondents shall print all 5 tabs of Attachment A – Pricing and include in Tab 7. Additionally, Attachments A and B shall be included in the electronic copy (see §3.16) in their native format.

Tab 8 - Delivery

All Respondents shall supply a delivery plan that shall include estimated time frame for delivery and provide information on how they want the trade in equipment returned. Please refer to §2.3

Tab 9 - Service Agreement (including training), Preventive Maintenance, and Warranty

All Respondents shall describe their service agreements, preventive maintenance, and warranty agreements. List all items that are included and excluded. Include a training schedule. Please refer to §2.4, §2.5 and §2.6.

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_____, 2016

5.0 PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
has carefully examined the specifications to furnish:

Cardiac Monitors

for which proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday, March 22, 2016**, and further declare that [firm name] _____ will furnish the Cardiac Monitors according to specifications.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

Sole Proprietor: ☐ YES ☐ NO Total number employees: _____

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel?%

Which does the firm use: ☐ Diesel fuel or ☐ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials?%

F.O.B. Destination

Prompt payment discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 – Submittal Letter including the Memorandum of Authority, if required
- ☐ Tab 1 – Respondent’s Profile
- ☐ Tab 2 - Completed and executed RFP Proposal form
- ☐ Tab 3 - References, in accordance with requirements of Tab 3
- ☐ Tab 4 – Financial Statement, upon request
- ☐ Tab 5 – Forms
 - ☐ If you have a physical location in Volusia County, submit one of these:
 - ☐ Current **Business Tax Receipt**, *OR* ☐ **Proof of Exemption** Form
 - ☐ Proof of Insurance
 - ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
 - ☐ Conflict of Interest form
 - ☐ Tax Identification Number Form
 - ☐ Any addenda pertaining to this RFP
 - ☐ Drug Free Workplace
 - ☐ Certification Regarding Debarment (Prime)
 - ☐ Certification Regarding Debarment (Sub)
- ☐ Tab 6 – Additional Information
- ☐ Tab 7 – Attachments A and B
- ☐ Tab 8 – Delivery Plan
- ☐ Tab 9 – Service Agreement (including training), Preventive Maintenance, and Warranty information
- ☐ Did you include a CD or USB drive, as required in *Section 3.8, Proposal Form*?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. **16-P-64AK** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Further, as attested to by below signature, I will provide the required insurance, per §3.23, *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this proposal is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dun & Bradstreet #

Federal I.D. #

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6.0 REFERENCES

| | |
|--------------------|--------|
| Agency #1 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #2 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #3 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any Contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



BUSINESS SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| <input type="checkbox"/> Florida Statute 205. 063 | <input type="checkbox"/> Florida Statute 205. 065 | <input type="checkbox"/> Florida Statute 205. 191 |
| <input type="checkbox"/> Florida Statute 205. 064 | <input type="checkbox"/> Florida Statute 205. 162 | <input type="checkbox"/> Florida Statute 205. 192 |
| | <input type="checkbox"/> Florida Statute 205. 171 | |

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

- | | | |
|---|--|---|
| <input type="checkbox"/> Child Care – Residential | <input type="checkbox"/> Insurance Adjuster, Agent, or Company | <input type="checkbox"/> Radio/Television Station |
| <input type="checkbox"/> Commercial Rentals | <input type="checkbox"/> Pharmacist/Pharmacy (<i>Prescription Drugs Only</i>) | <input type="checkbox"/> Religious Institution |
| <input type="checkbox"/> Door to Door/Peddler Sales | | <input type="checkbox"/> Residential Rentals over 6months |
| | | <input type="checkbox"/> Sale of Alcoholic Products only |

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me
or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 2016, the County of Volusia and I or (*the above-named business*) entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative of
the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, Contracts, or interests associated with this
project; and,
3. This proposal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a proposal for the same services, and is in all respects fair
and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
Printed Name: _____
Firm Name: _____
Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

11.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____

_____ does:

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any 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 any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip