

**Supply Chain Services | 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114 | (386) 425-4000**

**REQUEST FOR PROPOSAL (RFP)**

RFP No. 350014 – Vertebroplasty Supplies

Public notice is hereby given that Halifax Hospital Medical Center d/b/a Halifax Health has issued a Request for Proposal for the above-named items with responses due no later than the date and time shown in the solicitation timeline on page 4 of this document.

Business questions concerning any portion of this solicitation shall be directed in writing via client Lisa Foreman, lisa.foreman@halifax.org, and template questions shall be directed in writing via the aptitude Strategic Supplier Partner, Cameron Lloyd, cameron.lloyd@aptitude.com, for this specific solicitation.

Solicitation documents and all required forms are available on-line at https://aptitude.company/news/public-bid-notice2/.

**Contents**

1. GENERAL TERMS AND CONDITIONS 4
	1. Introduction 4
	2. Solicitation Timeline 4
	3. Release of News Information and Advertising 5
	4. Compliance with Laws and Venue 5
	5. Severability 5
	6. Force Majeure 5
	7. Cancellation/Termination 5
	8. Non-Appropriation 6
	9. Indemnification 6
	10. Public Entity Crimes 6
	11. Scrutinized Companies 6
	12. Foreign Countries of Concern 6
	13. Social, Political, or Ideological Interests in Government Contracting 7
	14. Non-Collusion 7
	15. Non-Conflict of Interest 7
	16. Human Trafficking Attestation 7
	17. References 7
	18. FL Dept of State, Div. of Corp. Registration Requirements 7
	19. Licenses and Fees 7
	20. Proof of Insurance 7
	21. Patented Devices, Materials, and Processes 8
	22. Assignment, Subcontracting, and Delegation 8
	23. Confidentiality 8
	24. Resolution of Protest 8
2. THE RFP and EVALUATION PROCESS 9
	1. RFP Questions 9
	2. Addenda 9
	3. Electronic Submittal/Delivery of Solicitation Response 9
	4. Developmental Costs 10
	5. RFP Minimum Requirements 10
	6. Ownership of Proposal 10
	7. Right to Reject Proposal 10
	8. Organizational Requirements for RFP Proposal 10
	9. Evaluation Methods and Criteria 11
	10. RFP Proposal Review 12
	11. Award 13
	12. Contract Term 13
	13. Non-Conformance to Contract Conditions 13
3. SCOPE of SERVICES 14
	1. Intent 14
	2. General Scope of Services 14
	3. Labor, Materials, and Equipment 15
	4. Performance Guarantees 15
	5. Quantities/Sales Tax Exempt 15
	6. Discounts 15
	7. Delivery 15
	8. Invoicing and Payment 16

# **PART I: GENERAL TERMS and CONDITIONS**

1. **Introduction:** Halifax Hospital Medical Center d/b/a Halifax Health (“HH”), a special taxing district hospital, shall hereinafter be referred to as “HH”. **HH is seeking the services of qualified Vertebroplasty firms to provide pricing proposals for Vertebroplasty Supplies products**. Proposers will provide servicesin accordance with all of the terms, conditions, and specifications listed and described in the body of this solicitation and any resulting contract.

HH owns and operates three inpatient hospital facilities with a combined 673 beds under one license form the Agency for Health Care Administration (“AHCA”). The main campus of the Medical Center, located in Daytona Beach, includes a Level III neonatal intensive care center and a Level II state-certified trauma center, offering open-heart surgery, neurosurgery, inpatient rehabilitation and other specialty inpatient and outpatient services. The Port Orange campus, located ten miles south of the main campus, is a community hospital providing a broad range of services to the residents of Port Orange and southeast Volusia County. The Halifax Behavior Services (“HBS”) campus, two miles north of the main campus, provides inpatient and outpatient child, adolescent, and adult psychiatric services. In addition to its inpatient facilities, the Medical Center owns and operates outpatient centers in Daytona Beach, Port Orange, Ormond Beach, Palm Coast, New Smyrna Beach, and DeLand.

Further, the Medical Center of Deltona (“MCD”) was established and opened in February 2020. MCD is a 43-bed hospital, separately licensed by AHCA that provides the Deltona community with a hospital and high-quality medical care. In addition, MCD also owns and operates the outpatient centers located in Deltona.

Hereinafter, organizations interested in submitting a proposal in response to this Request for Proposal (RFP) solicitation shall be referred to interchangeably as the “Proposer(s)”, “Firms(s)”, “Vendor(s)” and “Contractor(s)”. Please thoroughly read this RFP and follow instructions as presented.

1. **Solicitation Timeline:** The table below contains the Timeline of Events for this solicitation. The dates and times within the timeline are subject to change. It is the responsibility of the Proposer to check for any changes in the Halifax Health Procurement Portal. **Note:** The dates and times listed above are estimated and are subject to change. Responses to inquiries regarding the status of a proposal will not be made prior to the posting of an award recommendation.

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| --- |
| **Solicitation Period** |
| September 9, 2025, NLT 7:00 PM |  Release/Broadcast Date |
| September 16, 2025, NLT 5:00 PM |  Last Day of Questions from Vendors |
| September 18, 2025 |  Answers to Questions via Email to Proposers |
| September 23, 2025, NLT 2:00 PM |  Proposals Due/Proposal Opening |
| **Evaluation Period** |
| September-October 2025 |  Evaluation Team reviews proposals |
|  October 2025 (subject to change) |  Intent to Award Notifications |
| **General Performance Timeline** |
| **Estimated Period of Performance: After Award Posted – 3-year Base with two (2) optional 1 – year renewal periods.** |

1. **Release of News Information and Advertising:** The Proposer shall not, without prior written consent from HH, make any news release, public announcement, denial and/or confirmation in regard to this RFP or any award or action thereunder.
2. **Contracting Expectations:** Terms and Conditions below are for suppliers that do not contract through aptitude or Vizient and will be contracting through HH local agreements. Attachments and any legally required language will still be required regardless of contracting method.
* Any awarded supplier active in aptitude will execute a CPA accordingly.
* Any awarded supplier not active in aptitude but awarded a national GPO contract will execute an agreement tied to the national GPO contract.
* Any awarded suppliers not applicable to the above two scenarios are encouraged to become active in aptitude or execute a local agreement.
1. **Compliance with Laws and Venue**: Proposers must comply with all applicable governmental laws, ordinances and regulations and with any applicable policies of HH. All property or services furnished must comply with all applicable Federal, State and Local laws, codes and regulations.
	1. This RFP and any contracts made hereunder shall be governed by the laws of the State of Florida, and the parties shall bring any and all legal proceedings arising hereunder in the appropriate court having jurisdiction in Volusia County, Florida.
2. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in a firm’s proposal and/or any resulting contract shall not affect the validity of the remaining portion of the proposal or contract so long as the material purposes of the proposal or contract can be determined and effectuated. If any provision of the proposal or contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the proposal or contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
3. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this RFP and/or any Contract resulting from this solicitation, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

* 1. Could not have been prevented by reasonable precaution.
	2. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and
	3. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
	4. An event that satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event.” Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
	5. Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen

(15) days, HH shall have the right to terminate the contract by written notice to the successful Proposer.

* 1. Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Proposer shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Proposer of any obligation it may have regarding disaster recovery, whether under the contract or at law.
1. **Cancellation/Termination**: Any Contract resulting from this RFP shall provide that HH shall be entitled to terminate such Contract without cause upon 30 days’ written notice to the vendor.
2. **Non-Appropriation:** The Proposer understands and agrees this RFP and any resulting contract is subject to the availability of funds to Halifax Health to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein Halifax Health, in any fiscal period, does not allocate funds or enough funds in its budget for the purchase of the specified products/services or other amounts pursuant to any Contract, from the source of funding which Halifax Health anticipates using to pay its obligations hereunder.
3. **Indemnification:** This General Condition of the RFP is not subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Proposer is entitled to sovereign immunity under applicable law. HH agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by HH. Nothing herein shall be construed as consent by HH to be sued by third parties in any matter arising out of any contract. Proposer shall hold harmless and defend HH and its agents and employees from all suits and actions, including attorney’s fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of any Contract resulting from this RFP or work performed thereunder. This provision shall also pertain to any claims brought against HH by an employee of the Proposer, any subcontractor, or anyone directly or indirectly employed by any of them. The Proposer’s obligation under this provision shall not be limited in any way by the agreed upon contract price of a Contract or the Proposer’s limit of, or lack of, sufficient insurance protection.
4. **Sworn Statement of Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Proposers shall provide form **Attachment A** with proper signature and notarized.
5. **Scrutinized Companies:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. The foregoing prohibitions may be waived by HH if the company meets the conditions provided under § 287.135(4)(a), Florida Statutes, or if HH makes a public finding that, absent such an exemption, HH would be unable to obtain the goods or services for which this RFP is offered. With its proposal, Proposer shall, consistent with the requirements of § 287.135(5), certify that Proposer has not been placed on any of the foregoing lists and is authorized to bid on or submit a proposal in response to this RFP and, if awarded, enter into a contract to provide the goods or services for which this RFP is offered. Proposers shall provide the form in **Attachment B** with proper signature and notarized.
6. **Foreign Countries of Concern:** Section 287.138(4), Florida Statutes, prohibits a governmental entity from accepting a bid on, a proposal for, or a reply to, or entering into, a contract with an entity which would grant the entity access to an individual’s personal information, as defined in § 501.171(1)(g), Fla. Stat., unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in §287.138(1)(c), Fla. Stat.; (2) the government of a foreign country of concern does not have a controlling interest in the entity; and (3) the entity is not organized under the laws of or has its principal place of business in a foreign country of concern. With its Response, Contractor shall, consistent with the requirements of § 287.138(4), Fla. Stat. and Fla. Admin. Code R. 60A-1.020, submit the Foreign Country of Concern Attestation Form (PUR 1355) attesting to the foregoing. Proposers shall provide the form in **Attachment C** with proper signature and notarized.
7. **Social, Political, or Ideological Interests in Government Contracting:** In accordance with § 287.05701, Fla. Stat., an awarding body may not request documentation or consider a vendor’s social, political, or ideological interests when determining if the bidder is a responsible bidder, and an awarding body may not give preference to a bidder based on such social, political, or ideological interests. Accordingly, any award of a contract pursuant to this RFP shall not be based on any such social, political, or ideological interests and HH shall not require any responsive bidder to provide any documentation pertaining to any such social, political, or ideological interests.
8. **Non-Collusion:** By submitting a proposal, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Proposers shall provide form **Attachment D** with proper signature and notarized.

Any violation of this provision may result in disqualification from selection; contract cancellation; and/or, return of materials, or discontinuation of services and possible removal from HH’s Vendor List(s).

1. **Non-Conflict of Interest:** Proposers review and complete all necessary forms for authentication of their proposal and HH’s policy statement of non-collusion and non-conflict of interest.
2. **Human Trafficking Attestation:** Proposers are required to submit with their proposals a Human Trafficking Attestation as per F.S. Section 787.06(13). This form is required for open solicitations as of July 1, 2024. Any proposal received without this required signed form will be considered non-responsive and disqualified from taking part in the solicitation. Proposers shall provide form **Attachment E** with proper signature.
3. **References:** As part of the solicitation process, HH may investigate references, including but not limited to, a record check of consumer affairs complaints. The information shall contain sufficient and specific information which directly responds to the request. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to HH’s investigation. HH is the sole judge in determining the Proposer’s qualifications. Proposers to include a completed **Attachment F** **Proposers References Form** with their list of references from current contracts and/or previous services provided within the past three (3) years in a type and scope similar to those required by HH in this RFP.
4. **Florida Department of State, Division of Corporations Registration Requirements:** Proposer(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered proposer(s) must have an active status in order to be eligible to do business with HH. Proposer(s) doing business under a fictitious name must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org.](http://www.sunbiz.org/) An **IRS W-9 Form** must be completed and included with the proposal submission.
5. **Licenses and Fees**: The proposer shall obtain and pay for any applicable licenses, and shall comply with all laws, ordinances, and regulations. The proposer must hold the necessary valid license(s) for the scope of services to be performed at the time their proposal is submitted and for the full duration of the contract. It shall be the responsibility of the proposer(s) to be knowledgeable and comply with all federal, state, county and local laws, HH policies and procedures, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility. Proposers to include copies of all current applicable licenses.
6. **Proof of Insurance**: Awarded Proposer(s) shall name Halifax Hospital Medical Center d/b/a Halifax Health, 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114 as an additional insured on the Proposer(s) insurance policy. Proof of such insurance in the form of an Accord Certificate of Insurance must be provided to HH within 10 days of the Award date and must be on file prior to beginning contract performance. The awarded vendor shall procure and maintain the minimum amounts of insurance as specified in this solicitation for the entire duration of any contract resulting from this solicitation. Proposers to include a copy of most current policy for reference purposes only.

Bodily Injury, Liability, Property Damage Liability

Each Occurrence/Each Occurrence/Aggregate

$1,500,000/$250,000/$1,500,000

1. **Patented Devices, Materials, and Processes**: It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent whenever the Proposer is required or desires to use any design, device, material, or process covered by patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Proposer in all cases shall indemnify and save harmless HH from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless HH for any costs, expenses, attorney’s fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.
2. **Assignment, Subcontracting, and Delegation**: Neither party shall assign, subcontract or delegate this solicitation and/or any resulting contract to a third party without prior written consent, and such assignment or delegation without prior written consent is expressly prohibited and void.
3. **Confidentiality**: As a public entity, HH is subject to certain disclosure requirements under the Florida Sunshine Law, Chapter 119, Florida Statute. As such, HH cannot agree to confidentiality provisions that do not allow for the release of information unless it includes an exception for the release of information as required by law.
4. **Resolution of Protest**: In accordance with Florida Statutes 120.57(3), the following procedures shall be followed for the resolution of any bid protests:
5. The agency shall provide notice of a decision or intended award concerning a solicitation, contract award, or exceptional purchase by email.
6. Any person who is adversely affected by Halifax Health’s decision or intended decision shall file with HH a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

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# **PART II: THE RFP and EVALUATION PROCESS**

1. **RFP Questions:** Please send all questions to the aptitude Strategic Supplier Partner Cameron Lloyd (cameron.lloyd@aptitude.com), Lisa Foreman (lisa.foreman@halifax.org), Andrea Jackson (andrea.jackson@vizientinc.com).
	1. aptitude will provide answers to questions posed by prospective Proposers and/or general information concerning this RFP in the form of an email to [all](file:///C%3A%5CUsers%5Cmtitus%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CMVPM2Z24%5Call) Proposers. **Information provided verbally to any Proposer shall NOT be considered as an official answer. Proposers must comply with information provided in written addenda only and not verbal conversations.** The Request for Proposal information can be accessed at the website above by searching for the proposal number**. It is the responsibility of the prospective Proposer to check their email for correspondence.** HH reserves the right to disqualify any prospective Proposer who contacts an HH employee or agent concerning this RFP, other than in accordance with this Section.
	2. **Pricing / Award Structures Requested:**
		1. Access
		2. Sole Vendor 85%
		3. Dual Vendor 90%
2. **Addenda:** HH reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on Halifax Health Procurement Portal. It is the Proposer’s responsibility to check the portal for any changes throughout the procurement process and prior to submitting a proposal.
	1. Addenda Acknowledgement**:** If HH issues any Addenda(s**), all proposers must sign and return the Addenda(s) Acknowledgement signature page** with their package in order for their proposal to be considered for award.
3. **Electronic Submittal/Delivery of Solicitation Response:** Proposal submissions not prepared in accordance with published instructions will be considered non-responsive and may be rejected. NOTE: HH is **REQUIRING** all proposers to submit their proposals electronically following the instructions below:
	1. Proposal submissions will be received through the aptitude platform (for aptitude awarded suppliers) or email to the aptitude Strategic Supplier Partner, Cameron Lloyd, cameron.lloyd@aptitude.com, for materials set forth in the included specifications and documents. Proposals must be submitted **no later than the DUE date as shown in RFP Timeline** with no exceptions; late proposals will be rejected. NOTE: Hard copy and Facsimile (FAX) proposals will NOT be accepted**.**
	2. All Proposers are reminded that it is the sole responsibility of the Proposer to ensure their submission is received by HH on or before the date and time due for proposals to be considered. Late proposals will be rejected.
	3. To ensure correct proposal formatting, Proposer(s) shall:
		1. Submit all proposals, response pages & supplemental documents via the aptitude platform (for aptitude awarded suppliers) and email to the aptitude Strategic Supplier Partner, Cameron Lloyd (cameron.lloyd@aptitude.com).
		2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
		3. Enable printing on files submitted.
		4. Contact the aptitude Strategic Supplier Partner Supplier at cameron.lloyd@aptitude.com if technical difficulties arise during document submission. Note: *Proposers are strongly encouraged to be proactive with their responses, should technical difficulties arise.*
		5. Follow all instructions outlined in this RFP and provide all requested information.
	4. Signatures: An authorized representative of each respondent shall:
		1. Sign or e-sign the proposal, give their name and title, and provide the respondent’s business name, and if required, address.
		2. Enter the organization’s exact legal name on the proposal.
		3. Sign or e-sign compliance forms, if applicable.
	5. Withdrawal/Alter: Proposer(s) may withdraw, alter, and resubmit their offer via email to the aptitude Strategic Supplier Partner at any time prior to the RFP due date and time. Proposal submissions may not be withdrawn, altered, or resubmitted after the RFP due date and time. HH may request clarifications and additional information after proposal submission.
4. **Developmental Costs:** Neither HH nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a response to this RFP. All costs and expenses, including reasonable attorney’s fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer including without limitation any and all costs and fees related to a protest.
5. **RFP Minimum Requirements**: A prospective Proposer who does not meet all of the minimum requirements is not considered a responsive Proposer; and, at HHs sole discretion, may be deemed ineligible to submit a proposal for consideration:
6. Have no conflicts of interest prohibited by applicable law with Halifax Health, its Board of Commissioners or Committees, nor with regard to any other work performed by the Proposer.
7. Adhere to the instructions in this RFP for preparation of a qualified proposal submittal.
8. Be registered to conduct business in the State of Florida.
9. Submit a proposal with *ALL*  required documentation as shown in this solicitation to be considered Responsive.
10. Has the capacity and capability to perform the work requirement as shown in RFP Scope of Services; however, prequalification of the Proposer shall not be required.
11. Has taken no exception or deviation from the terms, conditions, and specifications set forth in this RFP unless otherwise instructed.
12. Address all items listed in the Scope of Services associated with this solicitation.
13. **Ownership of Proposals**: HH shall retain all proposals submitted and reserves the right to use any idea in a proposal regardless of whether or not that proposal is selected. Further, this solicitation and all representations in the submittal of the successful Proposer(s) shall be incorporated by reference into the resulting contract. An order of precedence for all contract documents will be negotiated by HH and the successful Proposer(s).
14. **Right to Reject Proposals**: HH reserves the right to reject any and all qualifications including, but not limited to:
	* 1. Such rejection is in the best interest of HH,
		2. Proposal deemed unsatisfactory as to quantity, quality, delivery, price, or services offered.
		3. Proposal contains irregularities which includes any alterations to the documents in this solicitation.
		4. Proposal does not comply with the conditions of the RFP or with the intent of any proposed contract.
		5. Lack of competitiveness by reason of collusion.
		6. Error in specifications.
		7. Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed.

However, HH reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal as determined by HH to be consistent with the review criteria in this solicitation. Any action taken shall not prejudice the rights of the public or other Proposers. Where proposals are submitted substantially in accordance with the RFP but are not entirely clear as to intent or to some particular fact or where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, there is no substantial change to the qualification. The purpose of seeking clarification is to clarify existing information, not to allow additional information to be added. HH also reserves the right to cancel this RFP at any time and/or to resolicit for other proposal submittals.

1. **Organizational Requirements for RFP Proposal**: To ensure fair and equitable evaluation, proposals received by HH should not exceed ONE HUNDRED (100) pages. Coversheet and tab divider pages will NOT count towards the total page limit. Proposals must be organized into the following sections and referenced with tab divider pages:
* Tab 1 – RFP Title Cover page (reference RFP # and title)
* Tab 2 – Table of Contents (include clear identification of each tab with page numbers)
* Tab 3 – Letter of Transmittal (proposers introduction, understanding of work to be performed, key personnel for this RFP)
* Tab 4 – Qualifications of Staff
* Tab 5 – Technical Approach
* Tab 6 – Price Quote or Pricing Cost Sheet
* Tab 7 – All other required documentation (e.g., Public Entities Crimes, Scrutinized Company, Addenda, etc.)
	1. **Minimum Documentation Requirements:** Submit the following required documents via email to the aptitude Strategic Supplier Partner:
1. Firms Proposal organized as shown above including all attachments and documents listed below
2. Attachment “A” - Sworn Statement on Public Entities Crimes
3. Attachment “B” – Scrutinized Company Certification
4. Attachment “C” – Foreign Countries of Concern
5. Attachment "D” – Proposers Certification
6. Attachment “E” – Human Trafficking Attestation
7. Attachment “F” – Proposer References
8. Copies of applicable current business licenses
9. Verification of Business Registration with Florida Department of State, Division of Corporations (Sunbiz)
10. Copy of my current Certificate of Insurance for reference purposes only
11. Completed and signed IRS Form W9
12. Signed Addenda as shown in Section 2.1 above, *if applicable*
13. *Quiet Period*
14. **Evaluation Method/Criteria**: Proposals will be evaluated based on the lowest pricing in the proposals as requested: Proposal will be based on pricing submitted for each scenario listed below:
	* + Access
		+ Sole Vendor 85%
		+ Dual Vendor 90%

Halifax reserves the right to award a vendor(s) with a contract based on proposals that include pricing and responses that are in the best interest of HH.

1. **RFP Proposal Review: An evaluation team comprised of HH stakeholders shall evaluate and recommend an award.**
	1. During the evaluation process, the Evaluation Committee may, at its discretion, request presentations from any one Proposer or all Proposers. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all Proposers may be asked to make such presentations.
	2. Each proposal will be evaluated individually and in the context of all other proposals received and according to the specifications listed in this RFP. The review process described may be subject to change to accommodate HH needs and/or requirements. Any change in the schedule, review criteria, or other substantive matter will require HH to issue an Addendum in accordance with this RFP.
	3. The evaluation team will recommend their selection of a proposal(s). The team may approve, reject or revise the review team’s recommendation consistent with the RFP specifications and may direct the review team to commence negotiations with the Proposer selected for award. If the review team is not successful in negotiations with the selected Proposer, HH reserves the right to terminate negotiations with the selected Proposer and proceed to the next selected Proposer and so forth until review team successfully negotiates a contract with a Proposer. During negotiations, HH reserves the right to request additions and/or deletions to the selected Proposer’s submittal so long as such additions and/or deletions do not substantively or substantially change the selection of the Proposer based on the scoring criteria.
2. **Award:** It is the intent of HH to award the most responsive Proposer who gives the best value and complies with all services, specifications, terms, and conditions based on the evaluation method listed in this RFP and determined to be in the best interest of HH. HH shall be the sole judge of the proposals that are in its best interests.
	1. Warranty periods, service contract costs, operational costs, references, delivery dates will be taken into consideration in determining the successful proposer.
	2. HH has the sole discretion and reserves the right to accept, cancel, or reject any and all proposals, to waive any and 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 HH.
	3. Proposals are subject to acceptance within 120 days of opening.
3. **Contract Term**: The contract term shall be for an initial base period of three (3) years with the option to extend two (2) one-year terms effective from the date the Notice of Intent to Award is posted. The agreed fee schedule as a result from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document or any resulting contract.
	1. At the discretion of HH, this RFP and the terms and conditions herein may serve as a contract in which case all the terms of the RFP and any Purchase Order associated with this solicitation will be binding. Failure to properly perform any contractual obligations shall constitute good cause for the elimination of a vendor(s) from our Vendors list. Delivery schedules are a condition to every contract and strict adherence thereto will be required. All contracts shall be construed pursuant to the laws of the State of Florida.
4. **Non-Conformance to Contract Conditions:** Items offered may be tested for compliance with the solicitation conditions and specifications. Items delivered, not conforming to the RFP conditions or specifications, may be rejected and returned at vendor’s expense. Proposer's failure to deliver any of the items ordered within the time frame specified will be considered valid grounds for canceling the entire order or any part thereof. Goods or services not delivered as per delivery date in the solicitation, any resulting contract, and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer.

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# **PART III: SCOPE of SERVICES**

1. **Intent:** Halifax Health is requesting proposals from experienced and qualified Vertebroplasty firms for the products listed within this RFP. Please reference the RFP Template attached.
2. **Labor, Materials, and Equipment:** Unless otherwise stated in this solicitation, the Vendor shall furnish all labor, materials, supplies, and equipment necessary for satisfactory contract performance and all requirements listed in this solicitation.
3. **Performance Guarantees**: Guarantees on equipment, materials, and workmanship shall not commence until acceptance by the owner. If, within one (1) year of formal award and acceptance the vendor is notified in writing by the owner that the equipment, materials and/or workmanship has proven defective or that it has degraded until it is not meeting the specification requirements, the vendor will replace, repair or otherwise correct the deficiency without cost to the owner within thirty (30) days of notification. Should the equipment, materials, and workmanship be unable to achieve satisfactory performance within the thirty (30) day period, HH reserves the right to order the equipment removed at the vendor’s expense, with reimbursement to HH for all expenditures to date of removal.
4. **Quantities/Sales Tax Exempt:** All quantities shown are considered *estimates* strictly for solicitation purposes. Compute your totals using these figures. No guarantee is given or implied as to the amount that will be purchased. HH reserves the right to increase/decrease estimated quantities during the term of any contract resulting from this RFP without affecting the proposal pricing and terms. Purchases will be made on an as-needed basis and are determined by approved funding. HH is Florida sales tax exempt, and orders shall not include sales tax. Florida Sales Tax Exemption Number is 85-8013940910C- 4.
5. **Discounts**: Any percentage discount rates offered shall remain flexible upward to take advantage of a higher discount rate throughout the term of any contract resulting from this RFP and the discount percentage cannot be lowered.
6. **Delivery:** Delivery shall be “F.O.B. Destination, prepaid and allowed” and may be to various locations within HH as stated on the Purchase Order.
7. Deliveries, as specified, shall be made within approximately 20 days after receipt of order; except for special order items or as previously disclosed and/or discussed with all parties; or items that must be manufactured, or as otherwise noted. HH shall make every effort to consolidate order requests of like items.
8. Items shall be delivered to the specified location as requested on the Purchase Order.
9. The HH main warehouse location is: 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114. Phone: 386- 425-4188. Delivery locations may vary based on the department location at the time of order. Warehouse delivery hours are from 7:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or HH holidays).
10. HH reserves the right to cancel any item(s) on order and obtain such item(s) from another source when item(s) are not available within a reasonable amount of time or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).
11. **Invoicing and Payment:** No payment will be made for materials ordered without proper purchase order authorization. HH shall pay all awarded proposer(s) pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act ([Florida Statutes Section 218.70](https://www.flsenate.gov/Laws/Statutes/2021/215.422)). Payment shall NOT be made until products have been received, completed, inspected, and accepted by the appropriate HH personnel in the quality and quantity ordered. Payment will be accomplished by submission of invoice, with Purchase Order Number referenced thereon and mailed/emailed to the address set forth on the purchase order. Payment in advance of delivery by HH cannot be made.

If a discount is offered for prompt payment, the Hospital will date from the date of the receipt of the invoice or receipt of item whichever is later.

1. Invoicing: All invoices submitted must contain the following detailed information in order to be processed for payment:
	* Purchase Order number
	* Date or time of monthly statement
	* Name of HH employee(s) that authorized purchase
	* Itemized parts and supplies
	* Payment terms shall be as per Florida Prompt Payment Act. 218.73

# **[End of Document]**