



PUBLIC HEALTH TRUST/JACKSON HEALTH SYSTEM

RFP NO.: 14-12008-SR

REQUEST FOR PROPOSAL (RFP)

ONE-ENVELOPE PROCESS

FOR:

**Program Management Owner's Representative Services
for JHS Capital Plan**

ISSUED BY:

Strategic Sourcing Division
Procurement Management Department

FOR:

Capital Projects Department

PROCUREMENT OFFICER:

Sandra M. Rico
Telephone: (305) 585-7336
Fax (305) 355-6719
E-mail: sandra.rico@jhs-miami.org

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN:

September 5, 2014 at or before 2:00 p.m. (local time)

at

PUBLIC HEALTH TRUST/JACKSON HEALTH SYSTEM
Procurement Management Department (Purchasing)
Jackson Medical Towers – Suite 814
1500 NW 12 Avenue
Miami, Florida 33136

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) "Contract Administrator" means the individual or group of individuals from requesting department designated to coordinate and monitor efforts of the awarded Proposer, and is responsible for managing the contract on behalf of the Public Health Trust and has full authority to enforce compliance with the terms, conditions, provisions and specifications of this contract in conjunction with the CPO.
- b) "Contractor" means any person having a contract with the Trust.
- c) "County" means Miami Dade County acting through its Board of County Commissioners, County Manager and as otherwise authorized by law.
- d) "Chief Procurement Officer" means the individual appointed by the President/CEO who shall serve as the principal public purchasing official for the Trust.
- e) "Department" means the division within the Public Health Trust that is requesting the services or product throughout this request for Proposal. .
- f) "Partnership Strength" means the definition and commitment of the Proposer towards a mutually successful "partnership" between the Proposer and the Trust for the duration of the contract.
- g) "President/CEO" is the President/Chief Executive Officer of the Trust.
- h) "Program Manager", "PM/CM" means the successful Proposer awarded a contract pursuant to this solicitation.
- i) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- j) "Scope of Services" or "Scope of Work" means the work to be performed by the Contractor or Consultant as described in Section 2.0 of this RFP.
- k) "Selection Committee" means a committee of individual(s), appointed by the Chief Procurement Officer, to evaluate and rank Proposals, conduct negotiations, and makes a contract award recommendation.
- l) "Short-listed Finalists" means the group of Proposal which are the highest ranked responses based on an evaluation of all of the criteria.
- m) "Solicitation" means this Request for Proposals (RFP) or Request for Qualifications (RFQ) or Request for Information (RFI) document, and all associated amendments and attachments.
- n) "Subcontractor," "Sub-vendor" or "Sub-consultant" means any SBE person, SBE firm, SBE entity or SBE organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the PHT, whether directly or indirectly, on behalf of the Contractor.
- o) "Supervisor of Contractor" is responsible for execution of Services and Supervisor shall have the authority to act as Proposer's agent.
- p) "Trust", "PHT", "JHS" or "Owner" means Public Health Trust of Miami Dade County, Florida.
- q) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 2.0 and the terms and conditions of this Solicitation.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Jackson Health System (JHS) is an integrated healthcare delivery network with more than 9,000 employees. It has been a central provider of medical services and healthcare leadership for residents of Miami-Dade County and beyond for nearly a century. Owned and supported by the taxpayers of Miami-Dade County, it is governed by the seven-member Public Health Trust Board of Trustees under the auspices of the Miami-Dade County Mayor and Board of County Commissioners.

The centerpiece of Jackson Health System is Jackson Memorial Hospital, a world-class regional center of specialized care that functions as the primary teaching hospital for the University of Miami Leonard M. Miller School of Medicine. Jackson's robust network also includes two community hospitals, a children's hospital, a rehabilitation hospital, a behavioral-health hospital, 18 school-based programs, two long-term care nursing facilities, five correctional clinics, and both primary and specialty care centers across Miami-Dade County.

The University of Miami/Jackson Memorial Medical Center is consistently ranked by *U.S. News & World Report* among "America's Best Hospitals." For 2013-14, UM/Jackson was ranked as the #1 hospital in the Miami-Ft. Lauderdale region, as well as being nationally recognized in seven specialties: ophthalmology, cancer, gastroenterology, nephrology, psychiatry, urology, and neurology & neurosurgery.

Jackson Health System's 4,000 nurses include some of the community's most celebrated professionals – winners and finalists for highly competitive recognitions of professionals and personal achievement.

Ryder Trauma Center, located at the University of Miami/Jackson Memorial Medical Center, is the only adult and pediatric Level 1 trauma center in Miami-Dade County. It is also one of the busiest trauma centers in the nation and the only one chosen by the U.S. Army to train its military surgical teams before being deployed to worldwide areas of conflict.

Holtz Children's Hospital's Newborn Special Care Center is a regional referral facility with 126 beds, 66 of which compose Florida's largest Level III facility to care for the most critically ill.

The Miami Transplant Institute, located at the University of Miami/Jackson Memorial Medical Center, is ranked among the busiest in the nation and is the only site in Florida where every kind of solid organ transplant is performed.

The University of Miami/Jackson Memorial Burn Center has been one of the nation's leading burn treatment facilities since its founding in the 1960s. It is the only such center in Miami-Dade County and, since 2008, has been one of only three in the state verified by the American Burn Association (ABA) and American College of Surgeons.

Jackson Health System includes six hospitals:

- Jackson Memorial Hospital is one of the largest public teaching hospitals in the United States through an academic affiliation with the University of Miami Leonard M. Miller School of Medicine. Jackson Memorial is a training center for physicians and other healthcare professionals from around the world. It has received countless awards, certifications and recognitions for medicine, nursing, research and patient care.
- Holtz Children's Hospital is one of the largest children's hospitals in the southeast United States and, in collaboration with the Miami Transplant Institute, is one of a handful of centers in the country that specializes in pediatric multi-organ transplants. Holtz is also home to one of the nation's of the largest neonatal intensive

care units, producing some of the best medical outcomes in the United States. For 2014-15, Holtz was ranked among "America's Best Children's Hospitals" by *U.S. News & World Report* for seven specialties: neonatology, nephrology, diabetes and endocrinology, urology, cardiology/heart surgery, gastroenterology and pulmonology. Holtz consistently has more pediatric physicians on the "Best Doctors in America" list than any other children's hospital in South Florida.

- Jackson Rehabilitation Hospital specializes in brain and spinal cord injuries, medical rehabilitation, burns, hand injuries and rehabilitation of children. It is credentialed by the Commission on Accreditation of Rehabilitation Facilities and is designated by Florida's Department of Health and Rehabilitative Services for acute and rehabilitative care for persons with spinal cord injuries.
- Jackson South Community Hospital is a 226-bed, acute-care hospital located in south Miami-Dade County. Jackson South provides a wide array of services and subspecialties practiced by nationally respected, board-certified physicians and healthcare professionals. Some of Jackson South's signature services include maternity, rehabilitation, robotic surgery, urology, bariatric surgery, digestive health care, breast health and cardiology. In February 2011, the hospital doubled in size through a 157,000 square-foot expansion that included an expanded emergency room and surgical facilities as well as 48 new private patient rooms. The \$102 million project also included the renovation of approximately 72,000 square feet of existing space, including the diagnostic imaging department and critical care unit.
- Jackson North Medical Center is a 382-bed, acute-care, community hospital serving the residents of north Miami-Dade and south Broward counties. It is also an academic affiliate of the Florida International University Herbert Wertheim College of Medicine. Jackson North's services include 24-hour adult and pediatric emergency care, cardiac care, maternity care, surgery, and inpatient and outpatient rehabilitation. It is also home to specialized centers such as the Endovascular Institute, Fibroid Treatment Center, Pain Center, Spine Institute, Weight Loss Surgery Center and Women's Health Program.
- Jackson Behavioral Health Hospital is a three-story, 180,000-square-foot facility located at the UM/Jackson Memorial Medical Center. By consolidating all behavioral health functions – evaluation, clinical treatment, teaching and research – the hospital offers a full continuum of care for children, adolescents, adults and seniors, including inpatient, partial hospitalization, day treatment and outpatient programs. Conditions treated include depression and mood disorders, schizophrenia, suicidal ideation or behavior, anxiety and panic disorders, drug and alcohol abuse, Alzheimer's disease and maternal substance abuse. The hospital offers free confidential screening and referral services.

Jackson Health System also offers a wide range of community-based care:

- Primary and Specialty Care Centers: Jackson Health System operates primary care and specialty care centers throughout the county. Vanguards of Jackson's mission to promote and preserve community wellness, the primary care centers provide services such as lab work, chronic disease management, prenatal care and optometry. The specialty care centers, a growing part of the Jackson network, provide unique and cutting-edge treatment in areas such as cardiology, bariatric surgery and digestive health.
- School-Based Care: Throughout Miami-Dade County, Jackson Health System operates 18 programs in elementary, middle and high schools where students receive first aid, immunizations, school physicals, health education, counseling and referrals.

- Jackson Behavioral Health Services: Through both the Jackson Behavioral Health Hospital and a network of community providers, Jackson Health System delivers a robust menu of outpatient and residential services. Located at Jackson North, Jackson South and the Jackson North Community Mental Health Center, Jackson Behavior Health Services includes programs for substance abuse, anger and stress management, group therapy, geriatric psychiatry and other conditions.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

JHS has recently undertaken the development of a new 10-year capital plan for the entire Jackson Health System. The scope of the plan is to develop a multiple-campus and integrated facility plan linked to the Jackson Health System strategic initiatives aimed at achieving functional, operational, and financial improvements to be accomplished within a timeframe that effectively addresses fiscal priorities, facility deficiencies, and long-range developmental needs.

Jackson Health System, consisting of University of Miami/Jackson Memorial Medical Center campus, Jackson North, and Jackson South provides acute, rehab, behavioral, and outpatient services throughout the Miami-Dade County. The UM/Jackson Memorial campus will serve as a hub for tertiary care, while secondary, ambulatory and community-based acute care will be delivered throughout the community with a focused on population health and access. The capital plan projects patient volumes to increase to nearly 75,000 inpatient discharges and over 500,000 outpatient visits, and coupled with operational efficiencies and improved bed utilization, the plans provides a more efficient inpatient structure with a broader distribution of outpatient and primary care services.

The capital plan identifies more than \$1.3 billion of capital projects ranging from new construction, expansions, modernization of existing space, technology and equipment upgrades, as well as, improvements to infrastructure, all taking place on an active operating hospital campus. The capital plan is to be developed over several years based on priorities and sequencing of projects. The following is a summary of the multiple projects as identified in the master plan.

JACKON MEMORIAL HOSPITAL MAIN CAMPUS

Acute Rehabilitation Hospital

Creation of a 206,000 SF comprehensive rehabilitation hospital consisting of 92 rehab beds, clinics, designated research space, diagnostic and treatment areas, and faculty offices.

Adult Emergency

Expansion of the adult emergency center of 15,000 SF with renovation of the existing emergency care to improve patient access and flow, creating rapid results and universal rooms. The project creates released ED space for growth and separate entry from Holtz Children ED.

Miami Transplant Institute

Consolidation of fragmented services to create a 204,000 SF state of the art facility, housing 108 transplant beds, includes a 12 bed ICU, clinics, research, diagnostics and treatment, support and faculty offices.

Intensive Care Tower

Increase in acuity driven by strengthening tertiary services, and a shift of low acuity care out of the hospital will require new, 180,000 SF and 120 private beds for intensive care room with includes support space and connections to the Memorial Hospital, ED, and Ryder Hospital.

Interventional & Surgical Renovations

A 28,000 SF of renovation and reconfiguration of surgical and interventional services to provide appropriate room size, separation of patient flows, private prep and recovery, including dedicated space for pediatrics.

JMH Acute Bed Modernization

Modernization program of approximately 170,000 SF of light to moderate renovations of bed units, and 70,000 SF of light to moderate renovations of outpatient clinics, including consolidation of fragmented cancer services, and consisting of a multiphase renovations and upgrades as space and floor units become available,

Parking & Infrastructure

Increase the parking capacity on UM/Jackson Memorial Campus with a 220-car expansion of the existing North Parking Garage and the construction of a new 380-car parking garage at the intersection of 12th Ave and 19th St, including redistribute accessible parking throughout the campus to enhance patient access. The plan recommends the demolition of four existing buildings for a total of 226,000 SF, that are too costly to upgrade, old, or in a significant location for future development. Current site central plants have capacity to meet the new increases in buildings coupled with the reduction of demolished space. A series of site utilities upgrades and roadways improvements are also included in the master plan budget.

HOLTZ CHILDREN'S HOSPITAL & JACKSON WOMEN'S HOSPITAL**ED and Lobby Expansion**

Expansion of the Holtz lobby, entry and clinic program of 12,000 SF with the development of an entry plaza, canopy and drive, including the development of a pediatric ED entry and 11,500 SF of renovation of emergency space.

NICU Modernization

The modernization of 35,000 SF of Level III & II NICU space for approximately 100 beds, including upgrades of labor and delivery of approximately 6,000 SF for modernized rooms and space.

BEHAVIORAL HEALTH HOSPITAL**Behavioral health Hospital Expansion**

The addition of 45,000 SF, 80-bed unit above the current 2nd floor of the hospital to accommodate growth, including expansion of the ED triage and the bed relocation of 40 private beds from the Highland Pavilion to B.H. Light renovations of the Highland Pavilion to accommodate relocation of outpatient functions and administrative space consolidation.

JACKSON SOUTH COMMUNITY HOSPITAL**Modernization & ED Expansion**

Expand to a 164-bed all private hospital with the fit out of current shell floor that includes the build out of ICU bed in shell space increasing inpatient bed capacity. Also provide improvements to labor and delivery area, addition of pediatric beds, and a 3,000 SF expansion the ED for dedicated pediatric entry and rooms.

JACKSON NORTH MEDICAL CENTER**Modernization & OR Expansion**

The plan for North consists of shifting and renovating ICUs to the 3rd floor with the renovation and relocation of acute beds to the open 7th floor. This allows for demolition of the existing ICU north wing to expand surgery operating rooms with a 12,000 SF addition, allowing the renovation of existing surgery, compliance and upgrade of mechanical systems. In addition, improvements to patient flow in the procedural and emergency departments to enhance patient flow, increase capacity and improve patient satisfaction.

URGENT CARE CENTERS

Development of 8 to 12 urgent care centers distribution of urgent and primary care centers to increase patient access and distribute services to a broader service area. Urgent care centers will be a combination of smaller leased spaces and larger clinical operations with integrated diagnostics, outpatient rehabilitation, and other community based services.

CHILDREN'S AMBULATORY PAVILION

Creation of a free-standing outpatient pediatric facility serving south west Miami-Dade County with specialty clinics, diagnostics and treatment services.

STATEMENT OF NEEDS

The Public Health Trust (PHT) is seeking proposals from qualified firms with knowledge and experience in providing Program Management Owner's Representative Services for the management and successful delivery of the JHS 10-year Capital Plan. These services are comprehensive and provide for program controls over the JHS Capital Plan. The Successful Proposer (Program Manager) will provide Program Management Owner's Representative Services as outlined in Section 2.2 – Scope of Work for the Jackson Health System (JHS) (Owner) and the Public Health Trust (PHT).

The term of the resulting Agreement shall be for an initial period of three (3) years commencing on the date in which this Agreement has been signed by both parties, with seven (7) successive options to renew of one year each. This Agreement may be terminated by the Trust for convenience (without cause) upon thirty (30) calendar days' prior written notice of termination delivered to the Contractor by certified mail. The Trust intends to award this contract to one proposer that best meets the requirements of this RFP.

1.3 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

| | |
|--|--|
| RFP available for distribution: | August 5, 2014 |
| Pre-proposal Conference date and time: | August 15, 2014 at 9:00 AM |
| Pre-Proposal Conference location: | Jackson Memorial Hospital Diagnostic Treatment Center (DTC) Conference Room #259 1611 NW 12th Ave Miami, Florida 33136 |
| Deadline for receipt of process and scope questions: | August 22, 2014 No later than 5:00 PM |
| Deadline for receipt of Proposals: | September 5, 2014 No later than 2:00 PM (local time) (See Section 1.9 for location) |
| Projected Project Award Date: | October/November 2014 |

1.4 CONTACT PERSON

The Procurement Officer and contact person for this RFP is:

| | |
|-------------------------|--|
| Name and Title: | Sandra M. Rico Procurement Contracting Officer |
| Name of Agency: | Public Health Trust/Jackson Health System Procurement Management Department |
| Mailing Address: | Jackson Medical Towers 1500 NW 12 Avenue, Suite # 814 Miami, Florida 33136 |
| E-mail Address: | sandra.rico@jhsmiami.org |
| Telephone: | (305) 585-7336 |
| Fax: | (305) 355-6719 |

Explanation(s) desired by Proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until recommendations for award are published to the Board of Trustees or one of its committees, **NO verbal contact with Trust personnel related to this RFP is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the Proposer's submittal.

1.5 CONE OF SILENCE

Pursuant to Miami-Dade County Code § 2-11.1 (t), as amended, a “Cone of Silence” is imposed upon each RFP, RFQ or bid after advertisement and terminates at the time Public Health Trust staff issues a written “Intent to Award” recommendation to the Trust’s Chief Procurement Officer or the Board of Trustees depending on the amount of the contract and the delegated authority for contract signature. The Cone of Silence prohibits any communication regarding RFP, RFQ or bids between, among others:

- Potential Proposers, service providers, bidders, lobbyists or consultants and the Trust’s professional staff including, but not limited to, the President and the President’s staff, the Trustees and their respective staffs;
- The Trustees or their respective staffs and any member of the Trust’s professional staff including, but not limited to, the President and the President’s staff;
- Potential Proposers, services providers, bidders, lobbyists or consultants, any member of the Trust’s professional staff, the Trustees or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with the Vendor Coordinator, the responsible Procurement Specialist or Procurement Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- Oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Public Health Trust Board of Trustees or one of its committees during any duly noticed public meeting;
- Communications in writing at any time with any Trust employee, official or member of the Board of Trustees unless specifically prohibited by the applicable RFP, RFQ or bid documents; or
- Communications with the County Attorney’s Office.

When the Cone of Silence is in effect, all potential Proposers, service providers, bidders, lobbyists and consultants must file a copy of written communications with the Procurement Officer listed in Section 1.4 of this RFP and a copy to the Executive Assistant to the Public Health Trust, which shall be made available to any person upon request. Written communications may be in the form of a letter or email, with a mandatory copy to the Executive Assistant Ivenette Cobb. The Executive Assistant’s address, email and phone are given below.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer and bidder shall render any RFP award, RFQ award or bid award void able. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers or bidders should reference the Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 and Miami-Dade County’s website for a more complete and thorough description of the Cone of Silence: <http://www.miamidade.gov/aopdfdoc/aopdf/pdf/files/AO3-27.pdf>

All Proposers will be notified in writing when the Chief Procurement Officer (CPO) or designee makes a formal award recommendation to the Board of Trustees or one of its committees.

The Executive Assistant to the Public Health Trust is:

Name: Ivenette Black, Executive Office
Mailing Address: Public Health Trust/Jackson Health System
Administration Office, WW 117
1611 NW 12 Avenue
Miami, Florida 33136
E-mail: icobb@jhs-miami.org
Fax: 305-324-0065

1.6 LOBBYING

The Commission on Ethics and Public Trust has adopted the rules set forth in **Appendix 1** to implement the lobbyist registration requirements of the Conflict of Interest and Code of Ethics Ordinance, which is applicable to this RFP. All Proposals shall adhere to the rules in **Appendix 1** regarding lobbying activities.

1.7 RFP AVAILABILITY

The solicitation package is available through the Trust's Procurement Management Department. Please email your request to Procurement Officer, sandra.rico@jhs-miami.org. Proposers or Respondents who obtain copies of this Solicitation from sources other than the Trust's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks. (See **Section 1.11**)

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties, with seven (7) successive options to renew of one year each. The Trust may negotiate a different contract term (fixed term and option periods) from the term advertised in this RFP in the best interest of the Trust. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust, and shall be evidenced in writing as a contract modification to the resulting agreement executed and signed by the Trust prior to the expiration date of the resulting agreement or any valid extension thereof.

This Agreement may be terminated by the Trust for convenience (without cause) upon thirty (30) calendar days' prior written notice of termination delivered to the Contractor by certified mail. The Trust intends to award a contract to the single Proposer that best meets the requirements of this RFP.

1.9 PROPOSAL SUBMISSION

For this RFP, the entire Proposal packets, including all originals and copies, must be submitted in a main sealed container (box). Pricing will not be initially evaluated in determining the shortlisted vendors. Only Vendor Qualifications, Corporate Past Performance, Key Personnel and Partnership Strength will determine the list of shortlisted vendors that will proceed to oral presentations and to further consideration by the Selection Committee. Proposals must be submitted in the following format:

In the primary container, submit responses to SECTION 2.0 - SCOPE OF SERVICES and SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

- **One (1) unbound original Proposal with all attachments and original signatures**
- **Nine (9) bound copies of the original Proposal**
- **One (1) CD or Memory Stick copy of the Proposal in Microsoft Word, Excel or PDF format**

All Proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals must be received by the deadline for receipt of Proposal specified in this RFP Timetable. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Public Health Trust/Jackson Health System
Procurement Management Department
Jackson Medical Towers
Attn: Sandra M. Rico
1500 NW 12th Avenue, Suite 814
Miami, FL 33136-1094**

Hand-carried Proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m.; Mondays through Fridays (however, please note that Proposals are due at the Trust on the date and at the time indicated in **Section 1.3**. Additionally, the Public Health Trust is closed on holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal submission to the Procurement Management Department on or before the stated time and date will be solely and strictly the Proposer's responsibility. The Public Health Trust / Jackson Health System will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the Trust as constituting an offer by the Proposer to perform the required services at the stated prices.

1.10 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP Timetable** (see **Section 1.3**). **Attendance is highly recommended** but not mandatory.

1.11 ADDITIONAL INFORMATION / AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Officer for this RFP, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the RFP Timetable (see **Section 1.3**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Procurement Officer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and RFP number and title. A copy of any written communication or email **must** be sent to the Executive Assistant to the Public Health Trust as fully described at **Section 1.5** above.

The Trust will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be conflict between the RFP and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Procurement Officer prior to submitting a Proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their Proposals (see attached **Form A-3**).

Proposers who obtain copies of this RFP from sources other than the Trust's Department of Procurement Management risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular RFP. Such Proposers are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this RFP.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bond will be required for this RFP.

1.14 SMALL BUSINESS ENTERPRISES (SBE) SUBCONTRACTING GOAL

It is our goal that resulting contracts awarded over \$1,000,000 contain no less than 15% SBE participation and that contracts awarded for \$1,000,000 or less, contain no less than 5% SBE participation, unless otherwise stated. For this contract, it is the preference of JHS that overall SBE utilization be 25% or higher throughout the contract term. Evidence of the Proposer's commitment must be submitted at the time of proposal submission. A recommendation to award will not be made without an appropriate accompanying participation commitment, in writing, between the prime contract award recipient and the associated SBE subcontracting participant.

Only Miami-Dade County certified "small" business entities will be accepted to fulfill the PHT small business subcontracting requirement. SBE's must be actively certified with documented proof. Once a contract has been signed, that includes SBE subcontracting, the reporting of all subcontracting spend will be delivered to the Trust's Small Business Program Coordinator on a monthly basis, and will be the sole responsibility of the Prime Proposer. Non-compliance with SBE compensation will be addressed by the Trust's Small Business Program Coordinator, Amber Lawhorn (Amber.Lawhorn@jhsMiami.org)

A mutually signed copy of a "subcontract agreement" will be reviewed and approved prior to award recommendation. The "subcontract agreement" will be attached to the prime contract as an attachment. The "subcontract agreement" will contain at minimum the following nine components:

1. Name of Proposer
2. Name of Small Business Enterprise (SBE) subcontracting firm(s)
3. The SBE's certificate number of the subcontractor (issued by the County's DBD), and expiration date of the certificate
4. Scope of Work to be performed by SBE Subcontractor(s)
5. Identify the percentage of the Proposer's proposal price that will be subcontracted to the SBE
6. The term (beginning and ending dates) of the agreement
7. The Agreement shall incorporate the Trust's Prompt payment obligation (SBE's shall be paid thirty-days from receipt of a proper invoice - Sherman S. Winn Prompt Payment Ordinance No. 94-40)
8. Signature and Date of Prime Owner or Authorized Representative
9. Signature and Date of SBE Subcontractor Owner (s) or Authorized Representative(s)

1.15 LOCAL PREFERENCE / LOCAL CERTIFIED SERVICE-DISABLED VETERANS PREFERENCE

The evaluation of competitive solicitations is pursuant to Miami-Dade County Code § 2-8.5, which, except where contrary to Federal and State law or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer, which meets all of the following:

- 1) A business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2) A business that has physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
- 3) A business that contributes to the economic development and well being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any one of the following objective criteria as of the Proposal submission date stated in the solicitation:
 - (a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) Some other verifiable and measurable contribution to the economic development and well being of Miami-Dade County.

In accordance with the Procurement Regulation § XV.D. Preference to Local Business in Trust Contracts, if a non-local Proposer has the highest ranked evaluation on a Request for Proposals, each local firm who has submitted an offer shall receive a local preference bonus equal to five percent (5%) of the highest ranked score. This preference shall apply to establishing the competitive range and any subsequent evaluations, including best and final offers.

At this time, there is an inter-local agreement in effect between Miami-Dade and Broward Counties. Therefore, a Proposer which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

The Proposer shall complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Proposal in order to be considered for Local Preference.

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises (VBE). A VBE shall receive a local VBE preference equal to five percent (5%) of the highest ranked score on the technical portion of the evaluation. At the time of proposal submission, Proposer must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submission.

1.16 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn prior to the established due date. For the purpose of this RFP, Late Proposals, Late Withdrawals, and Late Modifications, the established due date is either the time and date announced for receipt of Proposals or receipt of modifications to Proposals, if any; or if negotiations with Proposers in the competitive range have begun, it is the time and date by which modified or best and final offers must be submitted, provided that only Proposers who are in the competitive range may submit modified or best and final offers.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Any Proposal withdrawal, or modification received after the established due date at the place designated for receipt of Proposals is late and shall be handled in accordance with Late Bids, Late Withdrawals, and Late Modifications. Generally, no late Proposal, modification, or late withdrawal will be considered. However, subject to Florida law, a late proposal may be considered if the Proposer can demonstrate it did not secure a material advantage or benefit not enjoyed by other Proposers or derive any unfair competitive advantage by reason of the lateness of the proposal.

1.18 RFP POSTPONEMENT/CANCELLATION

The Trust may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

1.19 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals to the Trust, or any work performed in connection therewith, shall be borne by the Proposer(s).

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Proposers shall certify their ongoing compliance with the Trust and County codes, regulations, ordinances, rules and orders by registering with the Trust's Vendor Coordinator Fabian Ponton at 305-585-5815.

Furthermore, Proposers must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this RFP and these legal requirements, the legal requirements shall prevail.

- (a) Proposer must complete, sign as required and submit the following documents at the time of RFP submission due date. Also see **Section 4.1**.

| | |
|----------------|--|
| Form A-1 | Cover Page for Proposal |
| Form A-2 (PHT) | Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process) |
| Form A-3 | Acknowledgment of Amendments |
| Form A-5 | Local Business Preference Information |
| Form A-14 | Small Business Enterprise |
| Form B-1 | Vendor Experience (if requested) |

- (b) The vendor registration application may be submitted at any time, but must be completed, signed as required and submitted within ten (10) business days of a recommendation to award this contract. Failure to submit these documents in accordance with this Section may result in ineligibility for award. See Section 1.26.

If a Proposer has previously registered and has filed these documents with the Trust's Vendor Coordinator within a year of the date of submission of the response to this request and such previously submitted documents remain current and accurate, Proposer may complete and submit the attached "Affidavit of Continued Compliance" (Form A-11). If any changes or additional information needs to be disclosed to the Trust, new documents with such disclosures shall be submitted to the Trust's Vendor Coordinator at 305-585-5815.

| | |
|-----------|-----------------------------------|
| Form A-11 | Affidavit of Continued Compliance |
|-----------|-----------------------------------|

By completing and submitting said documents, the Proposer affirms continued compliance with the provisions of the Trust and Miami-Dade County Code, ordinances, resolutions, and policies and procedures, as may be amended.

1.21 AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that in accordance with Section 2-11.1(s) 5 of the Code of Miami-Dade County, the attached Affidavit of the Public Health Trust Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) (**see Section 7 Form A-2 (PHT)**) must be completed, notarized and included with the Proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a PHT selection or similar committee must be listed on this Affidavit. PHT staff shall file the Affidavit with the Clerk of the Board of County Commission at the time the response is submitted. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to oral presentation, to the PHT Procurement Officer of another fully executed affidavit (**Form A-2 (PHT)**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board of County Commissioners and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this RFP process, Proposers who wish to address any PHT Board of Trustees or a PHT committee or subcommittee concerning any actions, decisions or recommendations of PHT personnel must register with the Clerk of the Board and pay all applicable fees as a registered lobbyist under Section 2-11.1(s) of the Code of Miami-Dade County.

1.22 FAIR SUBCONTRACTING POLICIES

NOTE: Under this RFP process, Proposers may subcontract any portion of this contract. See Section 1.14 regarding "Small Business Enterprise Program," Section 2-8.1.1.1.1 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-41 promulgated there under, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of

supplies and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statute, as amended.

1.23 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, 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 Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Attached is a Public Entity Crime Disclosure Affidavit (**see Section 7 Form A-7**) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.24 INDIVIDUALS OR ENTITIES IN ARREARS TO THE COUNTY OR PUBLIC HEALTH TRUST

Pursuant to the Code of Miami-Dade County, Florida, Section 2-8.1, no individual or entity who is in arrears under any individual contract, final non-appeal able judgment, or lien with the County, or any of its agencies or instrumentalities, including the Public Health Trust, in an amount which exceeds \$25,000 for greater than 180 days, shall be allowed to receive any additional PHT contracts, purchase orders or extensions of PHT contracts until either the arrearage has been paid in full or the County or PHT has agreed in writing to a repayment schedule. Notwithstanding the above, the PHT may enter into or extend a contract or business transaction with any individuals or entities that are not current in their obligations to the County or PHT when the PHT determines it to be in the best interest of the PHT. Such action shall be subject to ratification by the Board. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County or PHT. All contracts, business transactions and renewals thereof with the County or PHT to which this subsection applies, shall require the individual or entity seeking to transact business with the PHT to verify by affidavit that the individual or entity is current in its obligations to the County and PHT and is not otherwise in default of any County or PHT contract. Any contract or transaction entered into in violation of this subsection shall be voidable (**Form A-8**).

1.25 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the Trust, a firm desiring to do business with the Trust shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, §§ 2-8.15 and 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The Trust shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (**Form A-9**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.26 MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

Miami-Dade County requires business entities to complete a registration application (available at www.jacksonhealth.org/vendors-business-registration.asp) with the Public Health Trust. All Proposers/manufacturers are required, on an annual basis, to register with the Trust by completing a Business Registration Application before receiving an award. This centralized process enables a single application to establish contract with the PHT requesting goods and services. If the registration application has been submitted within the last twelve (12) months a Continued Compliance form must be submitted.

Ownership Disclosure: In accordance with Miami-Dade County Code, Section 2-8.1 (d) (1), firms doing business with Public Health Trust must fully disclose their legal name, physical address and ownership. Publicly Traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered. It is the responsibility of the business

entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Employment Disclosure: In accordance with Miami-Dade County Code Section 2-8.1 (d) (2), firms contracting or transacting business with the County are required to submit additional contractor disclosure as to composition of work force, payment of health insurance benefits, and existence of collective bargaining agreement and a current breakdown of the entity's work force and ownership as to race, national origin and gender. Publicly Traded Corporations who comply with the ownership disclosure requirements of this section are exempt from these requirements.

The Miami-Dade Business Entity Affidavit must be completed and notarized, unless an Affidavit of Continued Compliance is applicable and is appropriately executed (**Form A-10**).

1.27 LIVING WAGES FOR COUNTY SERVICE CONTRACTS – NOT APPLICABLE TO THIS RFP

Pursuant to Miami-Dade County Code § 2-8.9, all Service Contractors and their subcontractors who enter into a contract pursuant to this RFP agree to pay the Living Wage required by Miami-Dade County's Ordinance 99-44, to all its employees providing Covered Services. The current Living Wage applied to this contract as of October 1, 2013 (if applicable) is \$12.23 per hour plus Health Benefits as described in the aforementioned ordinance or \$14.01 per hour without Health Benefits. The Living Wage required by this ordinance is subject to indexing as set-forth therein. The Living Wage will be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. Such Health Benefits shall consist of payment of at least \$1.76 per hour towards the provision of healthcare benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the Trust to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of this proposal solicitation upon request either by the PHT or the County's Department of Purchasing Services, Bids & Contracts Administration.

The provisions in this Ordinance apply to all Service Contracts involving the expenditure of over \$100,000 per year for the following types of ("Covered Services") services:

- (i) Food preparation and/or distribution;
- (ii) Security services;
- (iii) Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling;
- (iv) Clerical or other non-supervisory office work, whether temporary or permanent;
- (v) Transportation and parking services including airport and seaport services;
- (vi) Printing and reproduction services; and,
- (vii) Landscaping, lawn, and/or agricultural services.

Any and all contracts for Covered Services shall be void, and no funds may be released, unless prior to entering any agreement pursuant to the RFP for a Service Contract, the Covered Employer certifies to the PHT Procurement Management Department that it will pay each of its employees no less than the Living Wage. A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

- (1) The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;
- (2) The amount of the contract and the applicable department the contract will serve;
- (3) A brief description of the project or service provided;
- (4) A statement of the wage levels for all employees; and
- (5) A commitment to pay all employees a Living Wage,

This Ordinance imposes various responsibilities that must be accomplished by the successful Proposer, such as record keeping, posting and reporting. Upon the award of a contract pursuant to this RFP, successful Proposers who are Covered Employers must comply with the requirements in this Ordinance. If records reflect that the Service Contractor is in violation of this Ordinance, the PHT and County each has the right to sanction the Service Contractor to include but not limited to termination, fine and suspension, and debarment (**Form A-12**)...

1.28 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.29 EXCEPTIONS TO THE RFP

Proposers may take exceptions to any of the terms of this RFP including Section 6.0, Form of Agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the Trust a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the Trust shall determine the acceptability of the proposed exceptions. The Trust may accept or reject the exceptions. Where exceptions are rejected, the Trust may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the Trust is under no obligation to accept any exceptions. Proposers shall be deemed to have accepted all terms and conditions to which no exception complying with this section have been taken.

1.30 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposals would be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Trust in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the Trust in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Trust shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal, The redaction or return of information pursuant to this clause may render a Proposal not eligible for consideration. Alternatively, the Proposer may choose in writing to waive any claim to confidentiality promptly upon written notice from the Trust.

1.31 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this RFP.

1.32 BID PROTESTS

A bid protest may be filed only by an interested party. An interested party shall be any bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with the intent to award announced by the Trust. Decisions to reject all bids or offers shall not be subject to bid protests. No protest shall be considered of any question, issue, disagreement arising from the published requirements, terms, conditions and processes. Bidders and Offerors are invited to submit those objections in advance of the deadline for submitting bids or proposals and otherwise in accordance with the published solicitation documents.

A protest must be filed with the Chief Procurement Officer within five Business Days of the Trust's posting of a recommendation of award. The protest must: (1) identify the contract and the solicitation or contract number; (2) set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; (3) establish that the protester is an interested party making a timely bid protest of matters subject to protest; (4) state the relief requested and (5) be accompanied by the filing fee set forth in this section. Any protest that fails to comply with these requirements may be summarily rejected, except that a protest may be supplemented by the addition of relevant documents that may have been obtained by the protestor subsequent to the filing of the protest by public records requests. The Chief Procurement Officer shall note the time and date of receipt of the protest and shall notify all participants in the competitive process of the filing of a protest.

For all contracts awarded under the delegated authority of the Chief Procurement Officer, the Chief Procurement Officer shall consider the protest raised prior to making a contract award. In the event the Chief Procurement Officer determines in his or her sole discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally, presided by the Chief Procurement Officer, and shall not adhere to formal requirements of evidence. Any evidence may be considered which is of the type that individuals rely on in the conduct of serious business affairs. The conduct of a hearing shall in no event delay the award of a contract. The Chief Procurement Officer shall issue a written decision resolving the protest together with the contract award.

For all contracts awarded by the Board, the Chief Procurement Officer shall transmit to the Board the protest, and a written recommendation of the Chief Procurement Officer and the Chief Executive Officer of the Trust addressing the issues rose in the protest. In the event that the Chief Procurement Officer or Chief Executive Officer of the Trust determine in his or her respective discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally and shall not adhere to the formal requirements of evidence. The conduct of a hearing shall in no event delay the award of a contract. The Board may, but shall not be required, to allow presentations by the protestor and other interested parties in connection with the award. Such presentations shall in any event be limited to the matters raised in the written protest and shall not exceed ten minutes per side.

Fee Schedule: As a condition of filing a protest in accordance with this Section, the following fees shall be paid:

| Estimated Contract Amount | Filing Fee |
|---------------------------|------------|
| \$10,000 - \$100,000 | \$500 |
| \$100,000 – \$250,000 | \$1,000 |
| \$250,000 - \$1,000,000 | \$2,000 |
| Over \$1,000,000 | \$5,000 |

NOTE: For purposes of this RFP, The PHT reserves the right to change and/or delete any portions of the process described in Section 5.0, Evaluation/Selection Process and/or request additional information at the discretion of or in its best interest. Any deviations from the processes specified in this RFP or from the Procurement Regulation shall not constitute grounds for protest or appeal.

1.33 CRIMINAL CONVICTION

In accordance with Miami-Dade County Code S 2-8.6, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the Trust."

1.34 MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW

Inspector General fees will apply to this contract.

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of

the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/Proposal) submittals, activities of the (Contractor/ Proposer/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Proposer/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, Proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/Proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

1.35 BANKRUPTCY

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may not be eligible for award.

1.36 SUBSTITUTION OF “KEY PERSONNEL”

Substitution of key personnel, by the Proposer, during the pre-award evaluation and selection process is permissible only on notice to the Contracting Officer and with the knowledge of the Selection Committee, which shall take any substitutions into consideration during Proposal evaluation.

The key personnel assigned to this project by the Contractor are considered to be essential to the work being performed for the Trust. During contract performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution or in the event the Proposer and/or the Trust determines that a personnel substitution is in the best interest of the project. In no event shall a substitution of key personnel take place due to the Proposer's reassignment of key personnel to another project. This project shall take precedence over any other project the Proposer may have assigned to the key personnel identified herein.

For this RFP process and subsequent contract performance, “key personnel” means, but shall not be limited to, the positions proposed and identified as Key Personnel in RFP Section 2.4.C.

1.37 PROJECT MANAGER AUTHORITY

The Trust's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement resulting from this RFP including without limitation: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Work; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses (see **Article 21** of the Sample Form of Agreement).

The Project Manager representing the Trust will be:

Isa M. Núñez, VP, Facilities Design & Construction

The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order. Where orders are given orally, these orders will be issued in writing by the Project Manager as soon thereafter as is practicable.

1.38 REGULATORY ON-BOARDING REQUIREMENTS FOR CONTRACTED PERSONNEL STAFF

The Trust, as a mandate of The Joint Commission, as well as other regulatory agencies, requires the awarded Proposer to maintain the following documents in their personnel files for presentation upon request. Throughout the term of the agreement, the Proposer shall ensure that the Trust policies for contractor/agency requirements are met. Prior to assigning personnel to perform contracted services for the Trust, the Proposer, at its own expense, shall carefully screen personnel in accordance with the Trust's pre-employment health screening policies and procedures. The requirements shall include, but shall not be limited to, pre-placement health screening, background and employee compliance as outlined below.

- Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- Negative Urine Drug Test: 5 Panel Drug Screen submitted to a Trust approved drug testing facility.
- Criminal Background Screening
- JHS Mandatory New Hire Orientation
- Compliance with JHS Administrative Policy No. 368

The Trust reserves the right to conduct random audits of Proposer's personnel files for verification of required documentation to ensure Proposer's compliance with Trust policies and procedures, Joint Commission standards and any other healthcare regulatory requirements for staffing. The Proposer shall contact the Human Resources Compliance Department upon the contract effective date for process procedures.

1.39 CONTRACT COMPLIANCE:

Throughout the term of this Agreement, Proposer shall be subject to periodic and on-going monitoring and evaluation by the Trust to determine if contracted service is being provided safely, effectively and in accordance with the Agreement. As applicable, Proposer shall also comply and adhere to all accreditation standards including, but not limited to, The Joint Commission, all Medicare Conditions of Participation, hospital medical staff bylaws (as applicable), all hospital policies and procedures, to include all Human Resource policies, behavior requirements and sexual harassment prohibitions, all local, state or federal laws, and all performance and/or quality programs and standards applicable to the services being provided and any other requirements as set forth by the Trust. Adherence to National Patient Safety Goals is required.

1.40 ERROR

Stenographic, clerical, or similar errors in this document are subject to correction by the Trust without distribution of a solicitation amendment.

1.41 USER ACCESS PROGRAM (UAP)

A. User Access Program: The Board of Trustees for the Public Health Trust (PHT) of Miami-Dade County approved a User Access Program (UAP) under Resolution No. PHT 5/10-030 as implemented by the CEO/President in the "Jackson Health System User Access Program" policy. This agreement is subject to a user access deduction under the PHT User Access Program (UAP) in the amount of two percent (2%). All PHT purchases under this agreement, and purchases made by any other organization or jurisdiction that may use the agreement, are subject to the two percent (2%) UAP deduction.

The Proposer providing the goods or services under this agreement shall invoice the amount of the agreement price, and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The PHT shall retain the 2% UAP for use by the PHT to help defray the cost of PHT operations. Proposer participation in this program is mandatory.

B. Proposer Compliance: If the Proposer fails to comply with this section, the Proposer may be considered in default by the Trust in accordance with the terms and conditions of this agreement.

1.42 NON-DISCRIMINATION

The Trust requires that the Proposer shall not discriminate against an employee, volunteer, or participant of the Proposer on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as defined in the Deliverables of this RFP. Additionally, Proposer shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Trust shall have the right to terminate the resulting Agreement. If the Proposer or any owner, subsidiary, or other firm affiliated with or related to the Proposer, is found by the responsible enforcement agency or the courts to be in violation of these laws, The Trust will conduct no further business with the Selected Proposer.

1.43 JHS EMPLOYEE NON-HIRE

Contractor acknowledges that the Trust's employees are essential to the Trust's business and are familiar with the Trust's operating procedures and other information proprietary to the Trust. Therefore, Contractor agrees to not, without the Trust's prior written consent, solicit for employment, hire or make any agreement with, any person who is or has been a Trust salaried employee working in the Services provided by Contractor hereunder within the earlier of one

(1) year after such employee terminates employment with the Trust or within one (1) year after termination of this Agreement. Contractor also acknowledges that its breach of the obligations set forth in this section would irreparably harm the Trust's business and leave the Trust without adequate remedy at law, and that the Trust would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement

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SECTION 2.0 - SCOPE OF SERVICES

2.1 GENERAL INFORMATION

This Section identifies the minimum levels of performance that are desired by the Trust. Unless otherwise stated, any services equal to or better than the quality specified will be considered. Proposers are instructed to indicate a response to **ALL** service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability or denial expressed in a Proposal, or omission in the Proposal, to offer to comply/conform with the technical requirements of this Section of the RFP may result in deductions in the allocation of points by the Selection Committee.

Proposers are instructed that they shall also respond to the requirements contained in Section 4.0, Proposal Submission and Format which will be the basis for evaluation

The term of the resulting agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties, with seven (7) successive options to renew of one year each. This Agreement may be terminated by the Trust for convenience (without cause) upon thirty (30) calendar day's prior written notice of termination delivered to the Contractor by certified mail.

The Trust intends to award a contract to one Proposer that best meets the requirements of this RFP in the best interest of the Trust. All goods and services purchased through this contract may be used throughout the entire Jackson Health System.

The purpose of this solicitation is to establish a contract with a firm that has the knowledge and proven experience in providing Program Management Owner's Representative Services for the JHS 10-Year Capital Plan (Capital Plan) for the Capital Projects Department. The Consultant will report directly to the VP of Facilities, Design & Construction and will work closely with the Director of Capital Projects to provide the requested services. It is the intent of JHS to have an in-house Project Manager assigned to individual projects within the Capital Plan. The Program Manager will provide guidance, leadership and support to the JHS staff as described in the below Scope of Services.

2.2 SCOPE OF WORK

The Program Manager/Construction Manager (defined as PMs, CMs or PM/CM joint teams) will provide a combination of healthcare program and construction management expertise under a consultancy relationship and as outlined below for the Jackson Health System (JHS) (Owner) and the Public Health Trust (PHT). These services provided by the PM/CM will include the development, execution and successful delivery of the JHS 10-Year Capital Plan (Program), which includes multiple funding sources. Proposer must have and demonstrate industry leadership experience in providing Program Management / Construction Management Services for substantial public health and hospital systems, with preference given to multi-site experience and academic medical center environments. A minimum of three hospital and health system program management services contract references in the last 10 years is required. Proposer must also provide evidence/demonstrate knowledge of healthcare design guidelines and principles of all related authorities having jurisdiction, including but not limited to: Agency for Healthcare Administration (AHCA), Centers for Medicare & Medicaid Services (CMS), Joint Commission, City of Miami, City of North Miami Beach and Miami-Dade County. As the JHS 10-Year Capital Plan is developed and refined over time, JHS reserves the right to negotiate additional project resources with the successful Proposer throughout the contract term, as necessary.

JHS Capital Plan Definition, Organization & Implementation:

The following work tasks and processes will be developed and implemented in a collaborative way with JHS leadership and staff and will facilitate buy-in and goodwill during all services provided. The PM/CM will provide a senior level Executive who will be responsible for overall program definition, development, and implementation of the Capital Plan including the following:

Capital Plan Definition:

- **General Program Oversight.** The PM/CM shall provide overall Program coordination, team leadership, scheduling, budgeting, financial management and control, communications systems, and guidance for development and adherence to the strategic Program goals and objectives throughout the contract term and inclusive of all capital projects, including projects executable internally by JHS (assume under a \$10M threshold). In cooperation and collaboration with the Owner, consultants, contractors and other participants as appropriate the PM/CM shall provide, proven and substantial experience in healthcare strategic planning services, capital budgeting, cost estimating, value engineering, program and construction delivery methodology (such as Lean and/or integrative project delivery), construction scheduling, agency coordination, and overall direction to define and establish Program goals and objectives, as well as, furnish efficient business administration and supervision for the Program employing qualified and capable personnel as necessary to carry out both program management and construction management representative responsibilities. The PM/CM shall provide experienced full time and part time staff to carry out this scope of services, including: executive level management, estimating, project and construction scheduling, project management and construction administration, administrative, accounting and financial reporting, and related services as required to coordinate the work of each team member with the activities and responsibilities of other team members consistent with the Owner's goals and objectives for cost effective, timely and quality delivery of the overall Program.
- **Program and Capital Scope Management.** The PM/CM shall provide continuous management, technical analysis of design and construction, input and support to the Owner and all team members in an effort to keep the Program's scope development and design within the approved and budgeted Program scope and budget.
- **Capital Program Understanding.** Develop a comprehensive understanding of the capital projects relative to the current Master Capital Plan, assumptions, constraints, budget, schedule, etc. Understand each department going into the facility, how they operate, what their unique goals are and how they relate to other building occupants. Understand specific site constraints such as urban planning context, setbacks, utility relocations, and other limitations. Review and understand the budget and schedule assumptions and associated detail.
- **Goals and Objectives.** In conjunction with JHS leadership, PM/CM will reconfirm and document the overall project goals and objectives. These typically include schedule, budget, quality, program scope, communications, guiding design principles, delivery team member selection parameters and process, reporting expectations, etc.
- **Decision-Making.** Analyze existing decision making structures and practices, recommend revisions and clarifications as required to accomplish this project. Develop a matrix for decisions at each level, defining the level at which each type of decision will be made, which body has the duty to recommend, which the duty to pursue. Develop decision support standards and methods to enable JHS to make consistently informed decisions.
- **Staffing.** Provide dedicated PM/CM personnel as proposed to meet the demands of the program. Coordinate all activities of the Project Team and provide overall team leadership and guidance throughout the entire process. Program Manager will provide full-time project and construction management representation and administrative support as needed during this phase.

Project Organization and Responsibilities:

- **The JHS Capital Project Team:** As a matter of general practice, JHS Facility Design and Construction staff will manage and implement capital projects under \$10M, while PM/CM will staff, manage and implement capital projects over \$10M, utilizing program controls on all projects defined in the Capital Plan. PM/CM will report to the Capital Steering Committee with day-to-day oversight, information and guidance coordination through the Facility Design and Construction management staff. (Attachment "A" Program Management Services Organizational chart provides structure and reporting relationship of JHS Capital Project Team and the PM/CM.)
- **The Project Delivery Teams:** Consist of professional architects, engineers, consultants, construction contractor(s) and key subcontractors with the responsibility to execute project goals and requirements within budgets, schedule, and quality standards.

- **Assemble Project Delivery Team.** The most important element of a successful project is the makeup of the delivery team: the Owner, user departments, PM/CM, and Project Delivery Team. The PM/CM working with the Owner will help define, select, and assemble appropriate project delivery team members consistent with project delivery strategies selected for different components of the Program. Develop a comprehensive Project Directory including all contact information for each team member and update as required throughout the projects.
- **Organizational Plan.** PM/CM to provide an organizational plan and responsibility matrix for the management and control of the projects that clearly identifies the responsible party for each major work activity, including the activities of the Owner, Project Delivery Team members and others pertinent to the process of project development. This includes assessment of project phasing, financial considerations, alternative delivery methods, bidding and contracting strategy, etc.; to provide for the most efficient approach to delivering the overall projects. Update the responsibility matrix as new members are added to the team.
- **Selection Process.** Assist in the selection of the consultants and contractors required for project implementation, including but not limited to development of RFQs, RFPs, analysis of proposals, managing the interview process and development of recommendations for selections in accordance with JHS's processes and objectives. Proposer's participation in the development of procurement documents shall preclude the Proposer from competing for the resultant contract award.
- **Project Delivery Team Oversight.** Provide leadership and oversight of Program design and construction teams including coordination of interface with JHS departments. The nature of this leadership is to make certain that budget, schedule, and document coordination and quality are achieved; and that necessary integration with consultant and contractor processes occur in a high-value manner. Coordinate and assist in negotiations of any proposed design services and construction manager and/or general contractor contracts.

Design and Construction Implementation:

- **Project Delivery Strategies.** Analyze and recommend alternative project delivery strategies (e.g., CM as Constructor, multi-prime trade contracts, Construction Manager at Risk (CM-at-Risk), etc.) for different components of the program that might offer cost, schedule, quality, and coordination benefits. Coordinate and provide advice with innovative ways to speed up procurement/delivery packages.
- **Planning & Programming, Design Overview.** Review the activities and status of the planning and programming to date, by the architectural team(s), in developing the optimum operational and planning model for the facility. Oversee planning, programming and design review meetings. Benchmark programming with comparable state-of-the-art facilities nationally. Confirm that planning and programming assumptions to date are consistent with JHS objectives and guiding principles. Review all planning, programming, design documents, as they are refined for compliance with expectations and contractual requirements, facilitate final balance of space program with actual space availability and budget. Include a project work plan and include relocation activities.
- **Construction Overview.** Review the activities and status of the construction team(s) throughout construction phase activities to coordinate project(s) activities and maintain the operation of the existing facilities. Oversee Contractor meetings to coordinate with JHS and other contractors. Active construction for capital projects occurs in a fully functioning, 24/7/365 hospital facility. Proposers should be comfortable with and familiar with working in this type of environment.
- **Master Schedule.** Review project schedules developed to date. Develop and maintain a comprehensive Master Capital Plan Schedule to include all organization, design, land acquisition (if applicable), pre-construction, construction, activation, close out, move management, and post occupancy services. This will be a comprehensive schedule reflecting all significant activities required to deliver the projects through occupancy and post occupancy. The schedule will be designed to deliver the projects as quickly as possible while complying with all JHS & Miami-Dade County (MDC) procurement requirements. The Master Schedule will be continually expanded to add and track sub-tasks to be performed by consultants and contractors.

- **Master Budget.** Review project budgets developed to date. Refine and develop a detailed preliminary Master Capital Plan Budget for the projects. The Master Capital Plan Project Budget is intended to capture all costs of the projects, serve as reporting tool for JHS leadership and enables control of all project costs. This Master Capital Plan Project Budget will become the base project cost model and will be developed initially in acceptable format for easy file sharing with the JHS. Actual project cost control will be coordinated with JHS for the optimum approach, to include cash flow projections. Recommend appropriate contingencies for inclusion in the Master Budget.
- **Program and Cost Deviations.** Establish and monitor a program deviation request system to track program scope and cost changes between formal drawing reviews. Update the Program Budget and Contingency Status Reports.
- **Program Advocacy/Validation.** Advocate program and implementation decisions that will maintain the budget. Propose and implement activities designed to validate program assumptions and impacts.
- **Cost Control.** Develop an overall cost control system for the Program, including monthly reconciliation with other departments (Finance, etc.). Maintain a parallel record of Program costs for review by JHS to serve as a permanent record. Develop and update a cash flow projection for the duration of the Program.
- **Cost Estimating and Value Engineering.** Establish cost estimations based on program, designs, and construction methods based on a CSI format and specification for the various projects. Use of Value Analysis and Lean methodologies and/or other integrated delivery methods for execution of construction. Coordinate all value analysis (V/A) efforts on JHS's behalf including facilitation of work sessions with the Program delivery teams, evaluation of proposed V/A items, etc. Monitor completion of design documents to ensure all V/A items are incorporated as the Program progresses. Maintain a Budget Inclusion/Exclusion log to clearly define for JHS what is or is not included.
- **Constructability Review.** Review all design phase documents (plans and specs) and comment on constructability, coordination, and value engineering issues. Perform review of pricing and cost impacts due to (but not limited to) phasing, timing, disruption, labor and material availability, energy consumption, and constructability issues.
- **Project Management Control System (PMCS).** Provide an integrated, web-based PMCS to track and control project information, including contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, and reporting. The PMCS should be developed from a readily available, commercially developed product and customized to meet JHS requirements. The PMCS will be capable of "what if" scenarios to facilitate risk management and decision-making. The system will not be owned by JHS, but access will be available at all times to all members of the project team during the contract period. JHS will have the option to continue unrestricted use and access of the system thereafter the end of the contract term, by means of ongoing pre-authorized licensed access. Manage and maintain the web-based PMCS including training and supporting other Project Team members on PMCS. Assist JHS in working with existing project management software currently in use in other departments to customize for use by the Capital Projects staff, if requested.
- **Site Considerations.** Provide advice relative to the site considerations including existing topography, parking requirements, etc. at all JHS Campuses to ensure necessary information is available for the proper delivery of the program. Review site analysis of the property for inclusion of complete information on surveys, topography, utilities and soil conditions, and distribute to the design team. Coordinate procurement of any additional required utility or building surveys.
- **Risk Analysis & Management Planning.** Develop a detailed assessment of general and specific project risks. Provide commentary and management plan components to deal with risks, and a quantitative assessment where required.
- **Monthly Status Reports.** Develop and distribute a monthly status report depicting project progress, updated budget documentation, updated schedule documentation, and outstanding issues requiring executive action. The report will also contain a summary of the work performed by the PM/CM during the previous month.

- **Meet Regularly with JHS Staff.** Develop agenda and conduct a weekly meeting to review progress, discuss and resolve issues and update key JHS staff members. The update will include a summary of the past week's activities and future activities for the coming week. It will also include key decisions required in the coming week and a summary of meetings scheduled.
- **Communication.** Develop and maintain lines of communication among internal and external team members to ensure effective communication and timely issue resolution. Create and implement an Action Item list complete with a distribution and accountability matrix. This tool should apply to efforts of all project participants; progress should be tracked and reported.
- **Decision-Making.** Analyze existing decision making structures and practices, recommend revisions and clarifications as required to accomplish projects under the capital program. Develop a matrix for decisions at each level, defining the level at which each type of decision will be made, which body has the duty to recommend, which the duty to pursue. Develop decision support standards and methods to enable JHS staff to make consistently informed decisions.
- **Procedures.** Develop procedures as appropriate for management of the Capital Plan.
- **Executive Summary Reporting.** Prepare and submit to JHS Leadership a monthly Program Status Summary providing an executive overview of the key activities, schedule, and financial posture of the projects. The Program Status Summary will report on key performance indicators and metrics such as scope, project status, schedule, budget, safety, quality, small and minority business participation, etc., and will address key issues requiring action. PM/CM will also attend monthly PHT Board and Committee meetings as required.
- **Presentations.** Participate in presentations to JHS Executive leadership team, PHT Committee meetings and PHT Board of Directors, and others as necessary, to provide updates as to the program status.

Required Deliverables:

(Many of the following consist of an initial item and continuing updates during the progression of the Program):

- Master Program schedule, critical path method
- Master Program budget
- Program Management Software & Internet Site
- Web-based cost control system
- Cost estimating & Value Engineering
- Lean Construction methodologies
- Monthly executive Program status report
- Program delivery team responsibility matrix
- Program delivery team directory
- Construction cost and oversight
- Document distribution matrix
- Weekly Program delivery team meeting minutes
- Milestone estimates
- Plans review reports
- Action logs
- Budget inclusion/exclusion log
- Meeting agendas
- Partnering agreement
- Value Analysis log
- Measurable value-added summary
- Contingency-tracking log

2.3. GENERAL BUSINESS REQUIREMENTS MAKING UP THE TECHNICAL QUALIFICATIONS EVALUATION SCORE (See Section 5.2; Possible 40 Points)

Proposer's response to this section makes up the Technical response to the RFP. According to Section 5.2, EVALUATION CRITERIA, responses will be assigned a score of up to 40 points. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

MANAGEMENT APPROACH AND SERVICES

The Proposer shall provide a detailed narrative of the management approach that will be used to deliver the Scope of Services. The Proposer should identify any unique experience, qualifications, techniques, and approaches that will best achieve JHS's objectives and that could be considered superior to the Proposer's competition. Describe how these unique assets will be utilized to provide a better outcome for JHS.

Each Proposer shall address the following issues in their submittals:

- Scheduling and scheduling management
- Cost tracking and control
- Project budget estimating and detailed construction cost estimating
- Project communication, documentation and reporting
- Stakeholder management
- Plans review and progress tracking
- Construction phase coordination and management
- Quality assurance and control plan
- Safety management plan
- Software programs, web based applications, and other computer applications to be used or required for program management, scheduling and cost management tasks
- Provide samples of project deliverables
- Experience with innovative ways to speed up procurement/delivery packages

2.4 QUALIFICATIONS OF THE PROPOSER, INCLUDING: CORPORATE, PAST PERFORMANCE AND KEY PERSONNEL (See Section 5.2; Possible 45 Points)

Provide a response to each of the items below. The inability or denial expressed in a Proposal, or omission in the Proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

2.4.A Proposer Qualifications

1. State the full name and address of Proposer's organization and, if applicable, the branch office or other subordinate elements that will perform or assist in the services required in this RFP. Indicate whether Proposer's organization operates as an individual, partnership, or corporation, include the state in which it is incorporated or otherwise organized to conduct business. If applicable, list all subcontractors; include each firm's name, address, contact person, complete description of the work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities. **Minimum Qualifications:** Proposer must have and demonstrate industry leadership experience in providing Program Management / Construction Management Services for substantial public health and hospital systems, with preference given to multi-site experience and academic medical center environments. A minimum of three hospital and health system program management services contract references in the last 10 years is required. Proposer must also provide evidence/demonstrate knowledge of healthcare design guidelines and principles of all related authorities having jurisdiction, including but not limited to: State of Florida Agency for Healthcare Administration (AHCA), Centers for Medicare & Medicaid Services (CMS), Joint Commission, City of Miami, City of North Miami Beach and Miami-Dade County.
2. Provide a listing of the company's officers and/or principals.

3. Describe the Proposer's qualifications to provide the Scope of Services requested in this RFP including relevant prior experience and qualifications. Highlight experience in providing comparable services for public health and hospital systems, preferably with multi-site experience and academic medical center environments (preferred). Highlight Proposer's knowledge of and experience with JHS authorities having jurisdiction for capital projects: State of Florida AHCA, CMS, Joint Commission, City of Miami, City of North Miami Beach and Miami-Dade County.
4. Provide a description of the company's geographical service areas, including national, regional, and local offices. The company must be authorized by the State of Florida to do business in Florida.
5. Provide a descriptive statement as to the company's philosophy.
6. Describe staff qualifications, years of experience and specialization in the field of services required in this RFP.
7. Describe the training program available to your staff and how new procedures are implemented.
8. Provide evidence of Proposer's financial strength. Include recent annual reports or equivalent information and your short and long-term credit rating. If Proposer's organization is a subsidiary of a larger organization, information should be included for both the parent and offering entity. D&B information is not acceptable for privately-owned companies. Provide proof of credit worthiness from a financial institution, with validation of at least six months of working capital or similar evidence of financial stability.
9. Proposer shall provide a minimum of three (3) hospital and health system program management services contract references in the last 10 years. The references shall be provided using **Form B-1** of this RFP and shall include all of the requested information. Proposer shall also provide references, preferably within the State of Florida.

2.4.B Corporate Past Performance

1. State the length of time the company has been in business providing the services requested in this RFP.
2. List all clients/hospitals in the past 10 years to which Proposer's company both currently provides and has provided similar services to those requested in this RFP. Include the name and address of the hospital or company, the contact person, and their telephone number, if possible, at least one with a similar size and complexity of services as required under this RFP. Proposer(s) shall provide a list of your discontinued clients explaining reason for termination, and indicate whether or not the Proposer's company has ever been a defendant in lawsuit for malpractice. If yes, the successful Proposer(s) shall indicate disposition.
3. Proposers shall identify other entities for which they have worked and the results achieved for those entities.
4. Identify all complaints filed with the State Department of Consumer Affairs, Better Business Bureau, any other agency maintained for consumer protection, or in any Florida court, state or federal, against your company within the last ten (10) years that concerned in any manner your delivery of the kinds of services requested in the RFP. Provide disposition of each.
5. Please provide information related to any open audits, issues, lawsuits, pending mergers, or concerns that the company is currently experiencing. If the matters are deemed confidential, please provide as much detail as possible.
6. Provide a description of any previous or present contractual agreements with the Public Health Trust or Miami-Dade County whether or not for the services sought in this RFP.
7. Any third-party services contracted by the Proposer involving JHS contract must be pre-approved by JHS. The successful Proposer(s) shall indicate whether or not the Proposer's company will be subcontracting any services.
8. If the Proposer has ever been sanctioned, fined, or disciplined by any federal, state or local agency, provide a detailed explanation of such incident.

2.4.C Key Personnel

1. Organizational chart of company that states the number of staff employed in each function or department. Indicate staff resources that are projected to be dedicated to the Scope of Services of this RFP. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this Project.
2. The organizational chart should be accompanied by a narrative summary indicating the duties, the functional responsibilities and the designated authority of each individual on the chart.
3. Provide the names of the Key Personnel (See **Section 1.36**) designated by the firm to assist in the various areas of required expertise and the qualifications of the individuals in those areas. Provide resume(s) and include the following information:
 - a) Name and title
 - b) Project responsibilities and roles
 - c) Educational background
 - d) Professional registrations and memberships (if applicable)
 - e) Years of relevant experience
 - f) Description of relevant project experience
4. The Proposer shall present a detailed monthly proposed Program Management man-hour staffing plan for the first year of the services based on the Scope of Services. Final staffing may be adjusted post contract award to address actual delivery strategies and associated staffing and service requirements.
5. List the names and addresses of all third party alliances/relationships. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such in the organizational chart.
6. Describe recruitment and training capabilities and standards.

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**SECTION 3.0 - PRICE PROPOSAL
(See Section 5.2; Possible 0 Points)**

N/A. Pricing will be requested of the highest-ranked proposer upon conclusion of the evaluation process.

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

Proposers must carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8 ½" x 11" paper, neatly typed on one side only, with normal margins and spacing as outlined in **Section 1.9** of this RFP.

4.1 CONTENTS OF PROPOSAL

All Proposals must contain the following tabs/sections:

1) Cover Page

Form A-1 found in Section 7 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the Proposal.

2) Table of Contents

The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

Provide a brief summary of no more than two pages describing the basic services offered, experience and qualifications of the Proposer, staff, sub vendors or sub consultants and any other relevant information.

4) Technical Qualifications
(See Sections 2.3 and 5.2; Possible 40 Points)

Provide a response indicating the Proposer's ability to perform each of the Business Requirements contained in **Section 2** of this RFP. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to **ALL** Requirements in the order listed in **Section 2** of this RFP using the same numbering system. The inability or denial expressed in a Proposal, or omission in the Proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

5) Qualifications of the Proposer including Corporate Past Performance & Key Personnel
(See Sections 2.4 and 5.2; Possible 45 Points)

Provide a response to each of the items identified in Section 2.4. The inability or denial expressed in a Proposal, or omission in the Proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

6) Price Proposal - N/A (See Sections 3.0 and 5.2; Possible 0 Points)

Do not include pricing with your proposal. Pricing will be requested of the highest-ranked proposer upon conclusion of the evaluation process.

7) Partnership Strength (See Section 5.2; Possible 5 Points)

a) Proposer shall submit in writing: (a) its definition of a mutually successful “partnership” between the Proposer and the Trust; and (b) its commitment to a mutually successful “partnership” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract that shall support and guide the Trust-Proposer relationship for the duration of the contract.

b) Present Commitment: The Proposer shall submit in writing its present commitment and business plan to facilitate and promote the participation of certified “Small Business Enterprises” and local Miami-Dade County vendors. Specific, measurable performance criteria for this purpose shall be included in the Proposer’s submission which, subject to negotiation and mutual consent, shall be included in the awarded contract as measurable requirements of vendor performance for the duration of the contract.

8) Disclosure of Conflicts

Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer’s performance of the Scope of Services required under RFP Agreement 14-12008-SR if Proposer is selected as Program Manager, including, but not limited to, any business services currently being provided for institutions that may be in direct competition with JHS.

Provide an estimate of the percentage of total work performed by your firm that is derived from recommendations from other consultants, including, but not limited to: architects, contractors, engineers, medical equipment providers, communications or move management planners, etc.

Describe how your firm can and will maintain complete loyalty to and objectivity with JHS/Owner’s best interest while managing other consultants, contractors, etc., sometimes in adversarial situations, that may have or could potentially recommend (or not) your firm for future work. These could also be consultants or individuals your firm relies upon for references per RFP Section 2.4.A.9 / Form B-1.

9) Required Forms & Attachments

The Proposer must complete, sign and submit the forms listed in Section 1.20 (a), the forms may be found in **Section 7.0** as part of the Proposal as well as the functional requirements questionnaire that must be downloaded with this RFP.

10) Proposed Agreement (Sample Agreement)

By submitting a Proposal, the Proposer agrees to be bound by and to execute the Agreement proposed in Section 6.0 of this RFP. If the Proposer takes exception to a specific contract provision set forth in Section 6.0, their Proposal must (1) identify the corresponding contract provision; (2) offer alternative language; and (3) provide reason for proposing the change.

Although exceptions to the Trust’s contract boilerplate language are accepted, the number of exceptions must be reasonable. The Trust will not sign, consider or evaluate a Proposer’s contract document in lieu of the Trust’s boilerplate. All Articles that reference a Florida Statute, Miami-Dade County Ordinance or a Public Health Trust Resolution, may not be altered or taken exception to. Taking exception to Public Health Trust mandates may render a Proposal non-responsive and ineligible for consideration for award.

11) Certified Small Business Enterprise Subcontracting

(a) Attach a copy of the proposed subcontractor agreement containing all of the required components listed in Section 5.13. A separate Agreement will need to be attached for each proposed SBE partnership submitted.

(c) Attach a copy of **Form A-6** (See Section 7 of this RFP) including a detailed statement of the Proposer’s policies and procedures for awarding subcontracts.

4.2. PROPOSAL PREPARATION REQUIREMENT

- (1) All RFP Proposers must submit (see also **Section 1.9**):
 - One (1) unbound original Proposal with all attachments and original signatures.
 - Nine (9) bound copies of the original Proposal
 - One (1) CD or Memory Stick copy of the Proposal in Microsoft Word, Excel or PDF format.
- (2) All proposals must be submitted on 8.5" x 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of Proposal. The label will allow the Procurement Officer to properly handle the sealed container without revealing the contents until the Proposals are opened.

| | |
|--|--|
| SEALED PROPOSAL ENCLOSED | |
| (To be opened by Procurement Officer noted below) | |
| Proposer's Name Proposer's Address Proposer's Telephone Number | Public Health Trust / Jackson Health System Procurement Management Department (Purchasing Services) <u>Attn: Procurement Officer:</u> Sandra M. Rico Jackson Medical Towers 1500 NW 12 th Avenue, Suite 814 Miami, FL 33136-1094 |
| RFP NO.: 14-12008-SR | |
| RFP Title: Program Management Owner's Representative Services for JHS Capital Plan | |
| Proposal Due Date: September 5, 2014 at or before 2:00 p.m. (local time) | |

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE RFP PROCESS

The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established by the Trust's Procurement Regulation and Section 1.0 of this RFP document. Proposals will be collected by the Contracting Officer, on the due date established, from the ship-to location listed on the front cover of this RFP document. The proposals will be reviewed for responsiveness and then distributed to the Selection Committee. Once the short-list of finalists is recommended, the remaining responders will be notified and debriefed. The remaining responders will be removed from further participation and consideration from the selection process.

After the short-list is established, oral presentations will be scheduled with the Selection Committee. The Selection Committee will then conduct a "full" re-evaluation of the short-listed group based on clarifications made to the original RFP response through the oral presentation. The highest ranking Proposer resulting from the "full" re-evaluation will be asked to submit a Price Proposal and to participate in a negotiation session which may include a best and final offer and any other concessions available to the Trust. The lack of cooperation of a Proposer at this stage in the process may cause the Selection Committee to re-evaluate their highest ranked, short-listed respondent and cause a reconsideration to recommend a second highest ranked short-listed respondent for negotiation. After the negotiations are complete, the Selection Committee will review the negotiated results and will then have an opportunity to recommend the final contract for award. Depending on the final dollar amount of the award, the Trust's Chief Procurement Officer may award the contract or forward the contract to the Trust's Board of Trustees for consideration and award.

The PHT reserves the right to change and/or delete any portions of the process described above or request additional information at the discretion of or in its best interest. Any deviations from the process specified in this Section 5.0 or from the Procurement Regulation shall not constitute grounds for protest or appeal.

5.2 EVALUATION CRITERIA

The Selection Committee will evaluate and rank all eligible and responsible Proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points (excluding the factors available under the County's "Small" and "Local" business ordinances; see Sections 1.14 and 1.15). A Proposer may receive all or a portion of this amount depending on the merit of the Proposal absolutely and in relation to the Evaluation Criteria as determined by the Selection Committee.

Although exceptions to the Trust's contract boilerplate language are accepted, the number of exceptions must be reasonable. The Trust will not sign, consider or evaluate a Proposer's contract document in lieu of the Trust's boilerplate. All Articles that reference a Florida Statue, Miami-Dade County Ordinance or a Public Health Trust Resolution, may not be altered or taken exception to. Taking exception to Public Health Trust Mandates may render a proposal non-responsive and ineligible for consideration.

The following criteria will be evaluated when ranking the Proposals:

| Criteria for Evaluation | Available Points |
|---|------------------|
| Proposer Qualifications including Corporate Past Performance & Key Personnel (See description in Section 2.4) | 45 |
| Technical Qualifications (See description in Section 2.3) | 40 |
| Price Considerations (See description in Section 3.0) | 0 |
| Partnership Strength (See description in Section 5.3) | 5 |
| Certified SBE Subcontractor Goal (See description in Section 5.13) | 10 |
| Total Weighted Points | 100* |

*For qualifying Proposers see possible additional points, Section 1.15, Local Preference.

5.3 PARTNERSHIP STRENGTH

“Partnership Strength” means the definition and commitment of the Proposer towards a mutually successful “partnership” between the Proposer and the Trust for the duration of the new contract.

I. Weighted Evaluation Criteria

Up to five (5) evaluation points are allocable by the Selection Committee for “Partnership Strength” based on the Proposer’s definition, Proposal and commitment to forge, foster and maintain a mutually successful “partnership” with the Trust that, subject to negotiation and mutual consent, shall become part of the awarded contract as specific features that shall guide the Trust-Proposer relationship for the duration of the contract.

Accordingly, the Proposer shall submit in writing: (a) its definition of a mutually successful “partnership” between the Proposer and the Trust; and (b) its commitment to a mutually successful “partnership” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the Trust-Proposer relationship for the duration of the contract.

II. Post-Award Performance

The specific, obtainable features submitted in the Proposal for “Partnership Strength” (I, above) shall, subject to negotiation and mutual consent, become part of the final awarded contract as “Exhibit 3 – Partnership Criteria” and shall guide the Trust-Proposer relationship for the duration of the contract.

5.4 SHORT LIST

The Selection Committee, in accordance with the solicitation, shall establish a short list of considerable finalists. Based on the ratings of each proposal without the Pricing criteria, the short list shall be comprised of the most highly rated Proposals. The Selection Committee shall have the discretion to limit the number of Proposals on the short list to such number as will permit an efficient competition among the most highly rated Proposals, provided that the short list shall include no fewer than three (3) firms. If the Selection Committee decides that a Proposer’s response should be excluded or eliminated from the short list, the Proposal shall be excluded or eliminated from consideration for award. The Procurement Officer shall record in writing the basis for excluding or eliminating Proposer from the short list and shall promptly notify any unsuccessful Proposers in writing of the decision.

Proposers excluded or otherwise eliminated from the short list, may request a debriefing from the Procurement Officer. Any Proposer questioning exclusion or elimination from the short list must first request a debriefing in accordance with this Subsection within three (3) business days after receipt of notice from the Trust. The Proposer shall then have five (5) business days from the date of the debriefing to file a protest in accordance with Section I.32, Bid Protests.

5.5 PRICE

Pricing will be requested of the highest-ranked proposer upon conclusion of the evaluation process.

5.6 ORAL PRESENTATIONS, PRODUCT DEMONSTRATIONS/SITE VISITS

The respondents in the competitive range may be invited to individually make oral presentations of their responses and participate in negotiations. Oral presentations will consist of an overview of the submitted Proposal and standard questions asked by the Selection Committee members. New information that has not already been covered in the original response may not be provided by the Proposer during these oral presentations.

Product demonstrations and/or site visits to the respondent’s place of business may be requested by the Selection Committee to allow them to further evaluate the respondent’s response. If required, arrangements may be made for the Selection Committee to travel to see the product and/or site being evaluated. The Contracting Officer will participate in all product demonstrations and/or site visits which shall be publically noted meetings.

5.7 NEGOTIATIONS

The Selection Committee, a subcommittee thereof (Negotiation Team), or such other committee or qualified staff, all as determined and appointed by the Chief Procurement Officer, may conduct negotiations with - the highest ranked Proposer determined to be on the short-list; with the highest ranked Proposer when the Selection Committee determines not to establish a short-list; simultaneously with more than one highest ranked Proposers; or, with a sole Proposer when only one Proposal is received.

Negotiations are held to promote understanding of the Trust's requirements and the Proposers' Proposals and to facilitate arriving at a contract that will be most advantageous to the Trust, taking into consideration price and the other evaluation factors set forth in the Request for Proposals.

The Procurement Officer should establish procedures and schedules for conducting negotiations in accordance with this Section. There may be successive rounds of negotiations with the Proposers on the short-list. Perceived weaknesses and deficiencies in each Proposal on the short list may be identified by the Selection Committee and conveyed separately to each Proposer. If during negotiations the Selection Committee determines there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change, and shall be distributed to each Proposer remaining on the short list. Any substantial oral clarification of a Proposal shall be reduced to writing by the Proposer. The Procurement Officer shall keep a record of the date, place, and purpose of meetings and those attending.

Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Form A-2 (PHT)) submitted with the Proposal or thereafter in accordance with Form A-2 (PHT) and the "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1(s) 5, of the Miami-Dade County Code, as amended. All negotiations shall be conducted in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

When in the best interest of the Trust, the Selection Committee may request, through the Procurement Officer, the submission of best and final offers from all Proposers remaining in the competitive range or from the highest ranked respondent resulting from the Selection Committee's "full" re-evaluation of the short-listed respondents. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee and Negotiating Team; provided, however, the Selection Committee, through the Procurement Officer, may make a written determination that it is in the Trust's best interest to conduct additional negotiations with more than one Proposer or change the Trust's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.

5.8 FINANCIAL STATEMENTS AND PRIOR OR PENDING LITIGATION

At any time prior to or during the evaluation of Proposal and negotiation, the Selection Committee, through the Procurement Officer, may require a Proposer, including proposed sub vendors, to provide:

- (a) Its most recently audited financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- (b) A statement from at least one financial institution with validation of at least two months of working capital or similar evidence of financial stability.
- (c) Information concerning any prior or pending litigation, either civil or criminal, or governmental investigation, which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub vendors is or has been involved within the last three (3) years.

5.9 AWARD

Contract award shall be made to the responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the Trust taking into consideration the evaluation factors set forth in the Section 5.2, above. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Chief Procurement Officer. The Chief Procurement Officer may:

- (a) Approve the recommendation of the Selection Committee and proceed with the award of the contract in accordance with the Trust's Procurement Regulation;
- (b) Reject the recommendation of the Selection Committee and instruct the Selection Committee to re-evaluate and make further recommendations;
- (c) Reject the recommendation of the Selection Committee, re-evaluate the Proposals and proceed with the award of the contract in accordance the Trust's Procurement Regulation; or
- (d) Reject all Proposals in accordance with the Trust's Procurement Regulation.
- (e) The Trust also reserves the right:
 - to award multiple contracts among those submitting a Proposal ;
 - to issue or not reissue a subsequent Requests for Proposals;
 - not to select a candidate from those submitting a Proposal ;
 - not to negotiate a contract for any part of the work; and
 - to approve, disapprove, or cancel any or all work to be undertaken.
- (f) In this RFP Process, the award decision will be made by the Board of Trustees of the Trust (or CPO depending on the award amount) in accordance with the Trust's Procurement Regulation. The Board's decision shall be final.

5.10 GOVERNMENT IN THE SUNSHINE LAW

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted openly in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

5.11 JOINT VENTURES

Joint ventures shall only be accepted by the Trust as a partnership between the prime Proposer and a SBE sub vendor for purposes of contract award under this RFP.

5.12 PRIME PROPOSERS AND SUB VENDORS

- (a) Only one Proposal under this RFP may be submitted by the same prime Proposer. If more than one is submitted then the Procurement Officer shall, within twenty-four (24) hours (one working day) of the deadline for submission of Proposals, give that prime Proposer twenty-four (24) hours (one working day) to identify for the Procurement Officer one and only one Proposal among those submitted for further consideration by the Trust.
- (b) The prime Proposer must clearly identify in its Proposal each SBE sub vendor that it intends to utilize for the performance of this contract, and provide all the information concerning each sub vendor that is required by this RFP. The prime Proposer may identify only one sub vendor for each particular component such as implementation or hosting; multiple sub vendors for the same task will not be evaluated and will be treated by the Procurement Officer as under Subsection (a), above.
- (c) SBE Sub vendors, however, may appear as sub vendors under multiple Proposals even if they submit a Proposal in their own capacity as a prime Proposer.

- (d) However, all prime Proposers shall submit with their Proposal a “Letter of Consent to Participate as SBE Sub Vendor,” or equivalent, signed and dated by an authorized representative of each SBE sub vendor identified by the prime Proposer, affirming the proposed SBE sub vendor’s explicit consent to perform for the prime Proposer in relation to this potential contract engagement with the Public Health Trust in the capacity described by the prime Proposer in its Proposal under this RFP.

5.13 SMALL BUSINESS ENTERPRISE PROGRAM (CERTIFIED SBE SUBCONTRACTING GOAL)

A 10% Weighted Subcontractor Goal is applied to the evaluation criteria of this RFP. There is a maximum of ten (10) evaluation points available to Proposers based on the verifiable percentage amount of SBE (Small Business Enterprise) subcontracting commitment promised to a County certified SBE by the Proposer for the performance of the contract. If the Proposer is the certified SBE firm, in current status with the County’s SBE program, then this Proposer will receive the full ten (10) points.

(a) Weighted Evaluation Criteria

A non-certified SBE Proposer may be eligible for up to ten (10) evaluation points by submitting an offer of SBE subcontracting at the time of proposal submission. This offer must be submitted in the manner and form required by these instructions. Failure to do so at the time of the initial proposal submission will result in the allocation of zero (0) points for this evaluation criterion (“Certified SBE Subcontracting Goal”) for purposes of scoring and ranking proposals under the Evaluation Criteria at Section 5.2.

A certified SBE firm that responds to this RFP will automatically receive the 10 evaluation points for this criterion if the firm shows proof of current and active County SBE certification.

(b) Manner and Form Required for SBE Submission with Proposal

The “Small Business Enterprise Program” is governed by Section 2-8.1.1.1.1 of the Miami-Dade County Code, by County Administrative Order No. 3-41, and by Section XV.A of the Procurement Regulation of the Public Health Trust. See Section 1.14 of this RFP.

The County Code requires that non-certified SBE Proposers submit with their proposals, mutually signed copy of a “subcontract agreement” with those SBE subcontractors which the [Proposer] intends to partner with in support of delivering the required elements of this RFP. The following information must be listed on the “subcontract agreement” submitted with the RFP.

Required 9 Components of the “subcontractor agreement”:

1. Name of Proposer
2. Name of Small Business Enterprise (SBE) subcontracting firm(s)
3. The SBE’s certificate number of the subcontractor (issued by the County’s DBD), and expiration date of the certificate
4. Scope of Work to be performed by SBE Subcontractor(s)
5. Identify the percentage of the Proposer’s proposal price that will be subcontracted to the SBE
6. The term (beginning and ending dates) of the agreement
7. The Agreement shall incorporate the Trust’s Prompt payment obligation (SBE’s shall be paid thirty-days from receipt of a proper invoice - Sherman S. Winn Prompt Payment Ordinance No. 94-40)
8. Signature and Date of Prime Owner or Authorized Representative
9. Signature and Date of SBE Subcontractor Owner (s) or Authorized Representative(s)

Additionally, each proposed SBE subcontractor must be listed separately by the Proposer.

(c) Allocation of Selection Points

The percentage figure utilized to allocate evaluation points can be calculated by taking the committed percentage of the total contract award according to the chart below. For example, if the proposed annual price of the contract is \$1 million and the total annual amount allocated by the Proposer to one or more proposed SBE subcontractor is \$200,000, this will establish a goal of 20% SBE subcontracting participation. Thus in accordance with the grid below, eight (8) evaluation points will be assigned to the proposal under the Certified SBE Subcontracting Goal. A subcontracting promise of \$27,000, on a \$1 million proposal, would be 2.7%; thus, two (2) evaluation points would be assigned.

Weighted RFP evaluation points for proposed, compliant SBE subcontracting shall be allocated to a proposal during the Trust's evaluation and scoring of proposals. Our standard weighted RFP Evaluation Point Grid is:

| <u>Total Percentage of SBE Subcontracting</u> | <u>Weighted Evaluation Points</u> |
|---|-----------------------------------|
| 0.00% | 0 evaluation points |
| 0.01% - 5.0% | 2 evaluation points |
| 5.01% - 10.0% | 4 evaluation points |
| 10.01% - 15.0% | 6 evaluation points |
| 15.01% - 20.0% | 8 evaluation points |
| 20.01% - 25.0+% | 10 evaluation points |

(d) Contract Award and Post-Award Compliance

All proposed SBE subcontracting determined to be compliant with the requirements of this Section and for which selection points are allocated during the evaluation process shall, in the case of contract award, be included in the resulting contract with the prime Proposer as a mandatory performance requirement.

Once a contract has been signed, that includes SBE subcontracting, the reporting of all subcontracting spend will be to the Small Business Program Coordinator on a monthly and/or quarterly basis, and will be the sole responsibility of the Prime Proposer. If there is an issue regarding SBE compensation, it will be addressed with Amber Lawhorn, the Trust's Small Business Program Coordinator.

(e) Definitions and Information

"Small Business Enterprise" is limited to mean a business entity located in Miami-Dade County that is "certified" by the County's Department of Small Business Development (SBD) as "small" (under \$5 million annual gross revenue) or "micro" (under \$2 million annual gross revenue), or as a manufacturer with one hundred (100) employees or less or as a wholesaler with fifty (50) employees or less without regard to gross revenue, pursuant to the terms and conditions of Section 2-8.1.1.1.1 of the Miami-Dade County Code. Also see Section 1.14 of this RFP.

For the complete text of the aforementioned section of County Code, go to the County website at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9> and search for 2-8.1.1.1.

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SECTION 6.0 - PROPOSED AGREEMENT TO BE EXECUTED WITH AWARDED PROPOSER

Sample Agreement

**AGREEMENT
PURSUANT TO
PHT RFP NO.: 14-12008-SR**

FOR

PROGRAM MANAGEMENT OWNER’S REPRESENTATIVE SERVICES FOR JHS CAPITAL PLAN

THIS AGREEMENT made and entered by and between the Public Health Trust, an agency and instrumentality of Miami-Dade County, Florida (hereinafter referred to as the "Trust"), which operates Jackson Health System, including Jackson Memorial Hospital, located at 1611 Northwest 12th Avenue, Miami, Florida 33136 and other designated health care facilities and _____, a corporation organized and existing under the laws of the State of _____ having its principal office at _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Trust issued Request for Proposal (RFP) No. 14-12008-SR (hereafter "Request for Proposal" or "RFP"), and has decided to contract with Contractor pursuant to this RFP for the Work set forth therein; and

WHEREAS, the parties have negotiated this Agreement in good faith and agree to be bound in accordance with its terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1.1 "Agreement" to mean the terms and conditions set forth in this document, its attachments and the Contract Documents.

1.2 "Amendment" to mean any changes to the RFP document authorized by the Trust.

1.3 "Chief Procurement Officer" to mean the individual appointed by the Trust to serve as the principal public purchasing official for the Trust, or such person’s designee.

1.4 "Contract Documents" to mean those terms and conditions set forth in the RFP document, as amended by the Trust, and all attachments thereto, and the Contractor’s Proposal, including any revised Proposal , accepted by the Trust.

1.5 "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Trust’s Project Manager for review and approval pursuant to the terms of this Agreement.

1.6 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the

Trust's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Trust's Project Manager.

1.7 "Change Order" to mean additions or deletions or modifications to the amount, type or value of the Work as required in this Agreement, as directed and/or approved by the Chief Procurement Officer or his/her written designee.

1.8 "Modification" to mean any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract or agreement accomplished by mutual action of the parties to the contract.

1.9 The words "Project Manager" to mean the Trust's representative of the Trust designated by the Chief Procurement Officer to work with the Contractor and administer this Agreement as set forth in Article 21.

1.10 The words "revisions" or "revised" to mean changes in a Contractor's Proposal during the pre-award evaluation or negotiation process.

1.11 "Subcontractor" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in performance of the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privities of Contract with the Contractor.

1.12 "Work" to mean all goods and services and all matters and things required to be supplied or done by the Contractor in accordance with the Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

In the event of a conflict between or among the provisions of this Agreement and those of its attachments or the Contract Documents, or ambiguity in interpreting this Agreement, the order of precedence shall be as follows: 1) the terms, conditions, and provisions of this Agreement; 2) the Trust's Request for Proposals, as amended (Exhibit 1 to this Agreement); and 3) the Contractor's Proposal under this RFP, including any revised Proposals, accepted by the Trust (Exhibit 2 to this Agreement).

ARTICLE 3. MANNER OF PERFORMANCE

During the term of this Agreement, the Contractor shall provide the Work set forth in this Agreement and render full and prompt cooperation with the Trust in all aspects of the Work performed and Deliverables provided hereunder.

The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated, without entitlement to any additional compensation or reimbursement, it being understood that Contractor has understood and taken into account this requirement.

The Contractor shall at all times cooperate with the Trust and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work, consistent with the ongoing needs and operations of the Trust.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties or such other date as the parties may enter into the first paragraph of this Agreement ("Effective Date"), with seven (7) successive options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust and shall be evidenced in writing as a modification to the Agreement executed and signed by the Trust.

In addition to the above option periods, the Trust reserves the right to exercise the following option to extend any non-expired contract: The Chief Procurement Officer may extend a non-expired contract for a maximum period of ninety (90) calendar days for one time only.

4.2 Termination by Trust. This Agreement may be terminated by the Trust for convenience (without cause) upon thirty (30) calendar day's prior written notice of termination delivered to the Contractor by certified mail. The date of termination will be stated in the notice.

The Trust may also terminate in the event of a default or breach by the Contractor pursuant to Article 22. In the event that it is determined that the Contractor has not so breached or defaulted, the Trust may treat the termination as if it had been a termination for convenience.

4.3 Termination by Contractor. The Contractor may seek termination of the Agreement only if the Trust has committed a material breach of this Agreement, and only as follows. In the event that the Contractor believes there has been a material breach, the Contractor shall send written notice to the Chief Procurement Officer (with a copy to the County Attorney's Office), indicating with specificity: the nature of the breach, the provision(s) of the Agreement purportedly breached, and what the Contractor believes must be done to cure the breach. The notice shall further specifically cite to this paragraph of the Agreement. The notice shall state a time period of not less than thirty (30) calendar days for curing the alleged breach. In the event the Contractor believes the breach has not been cured, the Contractor may seek termination pursuant to the provisions of Article 21.

ARTICLE 5. PAYMENT TERMS

5.1 FEES. Fees for services shall be as set forth in the price Proposal included in Exhibit 1 – Contractor's Response. Charges for any other Work by the Contractor shall only be as agreed in writing by the Trust. Fees shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Trust at any time during the Contract term, including any renewal or extension thereof.

5.2 MAXIMUM CONTRACT VALUE. The Trust shall have no obligation to pay the Contractor any additional sum in excess of \$_____ If additional funding is required; the request will be processed pursuant to the approval of the Trust. Any services undertaken by the Contractor, prior to any written approval by the TRUST, will be at the Contractor's sole risk and expense.

ARTICLE 6. METHOD AND TIMES OF PAYMENT

6.1 Contractor may bill the Trust periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit 2 – Contractor's Response. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Trust. As provided by law, the Trust shall make payment for all purchases under this Agreement in a timely manner and make interest payments on late payments.

6.2 Pursuant to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Miami-Dade County, Florida, Section 2-8.1.4, Sherman S. Winn Prompt Payment Ordinance No. 94-40, provides for expedited payments to small businesses by County agencies and the Trust; creates dispute resolution procedures for payment of County and Trust obligations; and requires the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime Proposer to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Trust contract and debarment procedures of the County.

6.3 Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Trust.

6.4 Invoicing. All invoices for services rendered under this Agreement shall be sent via U.S. mail or electronically to the following addresses:

Jackson Health System
PO Box 31230 or GHXODAP.JacksonHealthSystems@na.firstsource.com
Salt Lake City, UT 84130

All invoices shall include a purchase order ("PO") or contract number. Failure in sending to the addresses above or including a valid PO/contract number will cause a delay in processing.

ARTICLE 7. AVAILABILITY OF FUNDS

It is understood that the Trust shall be bound hereunder only to the extent that funds are available, or may hereafter become available, for the purpose of this Agreement.

ARTICLE 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1 CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS. The Contractor represents, warrants and covenants to the Trust that:

8.1.1 The representations made in the Contractor's Proposal, which is incorporated herein as Exhibit 2, are true and correct;

8.1.2 Its Work, including all goods and services covered by this RFP, will conform to the specification samples or other descriptions furnished or specified by the Contractor, and will be of good material and workmanship and free from defects and that the Contractor will perform reasonably and in good faith. The Contractor expressly warrants that all the material covered by an order, which is either the product of the Proposer or provided by the Proposer, is in accordance with its specifications and will be fit and sufficient for the purposes intended by the Trust.

8.1.3 It shall comply with all material terms of the RFP and the Contractor's Proposal, except as may otherwise be expressly provided in this Agreement;

8.1.4 It is in compliance with and will comply with all material laws with respect to its rights, duties, and obligations under this Agreement;

8.1.5 It is a business entity duly organized and authorized to do business in the state of Florida;

8.1.6 It has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

8.1.7 It has obtained, and shall maintain in full force during the term hereof, such international, federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

8.1.8 It has all necessary intellectual property rights and other use rights necessary to perform its obligations hereunder;

8.1.9 Its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.

8.1.10 Its Work does not and shall not: (i) violate any applicable law, regulation, judgment, injunction, order, decree or third party right, or (ii) violate the organizational documents of Contractor; or (iii) require any notice or consent or other action by any person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Contractor, or to a loss of any benefit to which Contractor is entitled under, any agreement or other instrument binding upon Contractor or any license, franchise, permit or other similar authorization held by Contractor; and

8.1.11 It has no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) agreements, whether written or oral, granting to licensees and/or any other third party, person or entity any form or type of exclusive or non-exclusive license, rights to use or other rights that would limit or restrict in any way the Trust's and/or its affiliate', successors' and assigns' rights to use the Work in accordance with the terms of this Agreement.

8.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties contained herein or made by Contractor in connection herewith shall survive termination of this Agreement and any independent investigation made by the Trust, authorized auditors or a state or federal agency.

ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Trust and Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified Parties") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Indemnified Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Indemnified Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This provision shall survive the termination or cancellation of this Agreement.

ARTICLE 10. INSURANCE

10.1 The Contractor shall maintain at its own expense:

- a) Worker's Compensation insurance as provided by statute;
- b) Employer's Liability of at least [U.S. \$100,000 per person].
- c) General Liability and Product Liability Insurance in an amount not less than [U.S.\$1,000,000] per occurrence in primary coverage, and not less than [U.S. \$3,000,000] per occurrence in excess liability insurance, covering any and all damage to property or injury to persons arising from the Contractor's provision of Work; and
- d) Contractual Bodily Injury and Property Damage Liability Insurance in an amount not less than [U.S. \$1,000,000] per occurrence and [U.S. \$3,000,000] aggregate, covering any and all damage to property or injury to persons arising from or out of the performance of the work under this Agreement
- e) Theft and/or Misappropriation of Funds Liability Insurance in an amount not less than \$1,000,000 [U.S.] per occurrence and \$3,000,000 [U.S.] aggregate, covering any and all Crime, Fiduciary and Employee Dishonesty actions.

10.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

- a) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Trust Risk Management Division; or,
- b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

ARTICLE 11. CONFIDENTIAL INFORMATION AND PROTECTED HEALTH DATA

11.1 CONFIDENTIAL INFORMATION. The Contractor acknowledges that Florida's public records law apply to the Trust and that as an entity providing services to the Trust all its communications to the Trust, unless exempted or confidential under Florida law, are public records. Nothing in the Agreement or the Contract Documents shall be

construed to prevent disclosure of documents pursuant to Florida's public records laws or other applicable laws. In no event shall any action by the Trust, its employees' or its agents' taken in good faith belief to be in compliance with or required by such laws constitutes a breach of this Agreement. As used in this Agreement, the term "Confidential Information" shall mean all materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Trust in connection with the Work performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Work, or the results of such Work, or which the Trust holds the proprietary rights. In addition to the foregoing, all Trust employee information, Trust financial information, and all "Protected Health Information," as that term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), shall be considered confidential information and shall be subject to all the requirements stated herein.

11.2 CONFIDENTIALITY. The Contractor shall keep strictly confidential and hold in trust all Confidential Information. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Trust. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Trust from the breach of any federal, state or local law in regard to the privacy of individuals.

The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Trust in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Trust shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Trust, upon the completion of the Work performed hereunder, the Contractor shall immediately turn over to the Trust all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Trust. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

Termination of this contract shall not eliminate the Contractor's obligation to continue to maintain confidentiality under this section.

~~11.3 NOT APPLICABLE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA"). The Contractor shall complete and execute the Trust's Business Associate Agreement, attached hereto as Exhibit 4, and comply with related policies and procedures, unless the Trust agrees in writing that no such agreement is needed. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Privacy Regulations ("HIPAA"), as a Contractor, the Contractor may be required to provide services that involve the use and disclosure of Protected Health Information. Any use of Protected Health Information that is not authorized by the Public Health Trust/Jackson Health System is prohibited. As a Business Associate, the Contractor may only use the Protected Health Information if it is necessary to perform contract obligations with the Public Health Trust/Jackson Health System, provided that such uses are permitted under the state and federal confidentiality laws. As a Business Associate, the Contractor is required to comply with HIPAA and all federal and state laws. As a Business Associate, the Contractor may only use the Protected Health Information to the extent permitted by the terms of the PHT-HIPAA Business Associate Agreement. Disclosure of Protected Health Information to third parties is strictly prohibited unless it is pursuant to the terms of the PHT-HIPAA Business Associate Agreement and authorization has first been provided in writing, the law requires the disclosures, and the Contractor has received from the third party written assurances regarding its confidential handling of such Protected Health Information.~~

ARTICLE 12. PROPRIETARY INFORMATION

The Contractor acknowledges that all computer software in the Trust's possession may constitute or contain information or materials which the Trust has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Trust has developed at its own expense, the disclosure of which could harm the Trust's proprietary interest therein.

During the term of the contract, the Contractor shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Trust's property, any computer programs, data compilations, or other software which the Trust has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Trust (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractor and their employees, except as authorized by the Trust. Also, if the Computer Software has been leased or purchased by the Trust, all hired party license agreements must also be honored by the Contractor's employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor shall report to the Trust any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Trust's property of any information technology software and hardware and shall take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 13. PROPRIETARY RIGHTS

The Contractor hereby acknowledges and agrees that the Trust retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Trust to the Contractor hereunder or furnished by the Contractor to the Trust and/or created by the Contractor for delivery to the Trust, even if unfinished or in process, as a result of the Work the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Work under this Agreement. The Contractor shall not, without the prior written consent of the Trust, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Work under this Agreement shall not be construed as publication in derogation of the Trust's copyrights or other proprietary rights.

All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Trust, hereinafter referred to, as "Developed Works" shall become the property of the Trust.

Accordingly, the Contractor, its employees, agents, subcontractors, or its suppliers shall not have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Trust, except as required for the Contractor's performance hereunder.

Except as otherwise stated herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in this Agreement. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Trust so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. Such license specifically includes, but is not limited to, the right of the Trust to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Trust for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 14. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Trust were provided to the Contractor for evaluation purposes only. Because these assumptions, parameters, projections, estimates and explanations represent only good faith predictions of future events, the Trust makes no representations or guarantees on such assumptions; the Trust shall not be responsible for the accuracy of

the assumptions presented; the Trust shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 15. FEDERAL, STATE AND LOCAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and applicable County orders, statutes, ordinances, rules and regulations as they apply to the Trust, which may pertain to the Work required under this Agreement, including but not limited to:

15.1 **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND NONDISCRIMINATION.** Equal Employment Opportunity in compliance with Executive Order 11246 and Miami-Dade County Code, Chapter 11A, Article 3 as amended and applicable to this Agreement. All contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

By entering into this Contract with the Trust, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95, as it pertains to the Trust. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Trust to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

15.2 Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement.

15.3 **ENVIRONMENTAL PROTECTION AGENCY (EPA),** as applicable to this Agreement. Environmentally Preferable (“Green”) Procurement.

The Trust shall insure, to the maximum extent economically feasible, the purchase of environmentally preferable products or services. This includes, but is not limited to, products that are durable, recyclable, reusable, readily biodegradable, energy efficient, made from recycled materials, and nontoxic if those materials meet technical specifications. Furthermore, the Trust may purchase supplies, services on the basis of long-term environmental and operating costs.

15.4 **CONFLICT OF INTEREST.** The Contractor shall be familiar and comply with all applicable conflict of interest legal requirements, including the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the Trust by Section 25A-3(c), Code of Miami-Dade County, and Florida’s Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The Trust will not contract or transact business with a Contractor, and any contract with a Contractor shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the Trust does not waive it. If a conflict of interest is waivable, the Trust’s Board of Trustees shall have the sole authority to waive the conflict.

15.5 **DEBARMENT** as set forth in Miami-Dade County Code Section 10-38.

15.6 **DOMESTIC LEAVE.** Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County’s Domestic Leave Ordinance.

15.7 FALSE OR FRAUDULENT CLAIMS. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County and the Trust.

15.8 PUBLIC RECORDS. Contractor shall comply with the provisions of Section 119.0701, Florida Statutes, entitled Contracts; public records.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 16. INSPECTOR GENERAL REVIEWS

16.1 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL. Pursuant to the Code of Miami-Dade County, Resolution R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Trust has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Trust or County deems it appropriate to do so. Upon written notice from the Trust, the Contractor shall make available, to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Trust will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's fees for the Work under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Contractor, its officers, agents, employees and assignees.

Nothing contained in this provision shall impair any independent right of the Trust to conduct, audit, or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall the Contractor construe them to impose any liability on the Trust.

16.2 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the Contractor's Proposal.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, Proposal specifications, Proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, Proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, Proposal and Contract documents, back-change documents, all documents and records which involve cash, trade or

volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (Proposal preparation) and performance of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any longer period required by statute or by other clauses of this Contract. In addition:

1. If this Contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 17. BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered vendor with the Trust – Procurement Management Department, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Trust. All persons engaged in any of the Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Trust shall be that of an independent contractor and not as employees and agents of the Trust. The Contractor does not have the power or authority to bind the Trust in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 19. CONTRACTOR'S EMPLOYEES

All employees, officers, directors and agents of the Contractor shall be considered to be at all times the employees, offices, directors and agents of the Contractor under its sole direction, and not of the Trust. In no event shall the Contractor or its respective officers, directors, agents, servants of employees be considered to be officers, agents, servants, representatives or employees of Miami-Dade County, or the Trust, including any of its divisions or designated facilities. Additionally, in no event shall Miami-Dade County, the Trust, or its respective officers, trustees,

commissioners, medical staff, nurses, agents, servants, or employees be considered to be officers, agents, servants, representative or employees of the Contractor. The Contractor shall supply competent and physically capable employees and agents. The Trust at its discretion may require the Contractor to remove an employee or agent the Trust deems careless, incompetent, insubordinate or otherwise objectionable.

ARTICLE 20. SUBSTITUTION OF KEY PERSONNEL

Substitution of key personnel during contract performance is permissible only on notice to and with the written consent of the Trust's designated Project Manager, provided the qualifications of the proposed substitute equal or exceed the qualifications of the person that has left or is being replaced and the proposed substitution is approved by the designated Project Manager.

The key personnel assigned to this project are considered to be essential to the work being performed for the Trust. During contract performance, the Contractor shall make no substitution of key personnel unless illness, death, or termination of employment necessitates the substitution or in the event the Contractor and/or the designated Project Manager determines that a personnel substitution is in the best interest of the project. In no event shall a substitution of key personnel take place due to the Vendor's reassignment of key personnel to another project. This project shall take precedence over any other project the Vendor may have assigned to the key personnel identified herein.

During contract performance, the Vendor shall notify the Trust's Project Manager within ten (10) calendar days of the occurrence of any of these events and provide the following information: (1) an explanation of the circumstances necessitating the proposed substitution, (2) complete resume and credentials for the proposed substitution, and (3) any additional information requested by the designated Project Manager. After receipt of all required information, the designated Project Manager will promptly notify the Vendor whether consent is given for the proposed substitution.

For this Agreement, "key personnel" means, but shall not be limited to, the positions detailed at **Section 1.37** of the RFP document.

ARTICLE 21. PROJECT MANAGER AUTHORITY/DISPUTE RESOLUTION

21.1 The Contractor hereby acknowledges that the Trust's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitation: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Work; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposals; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order. Where orders are given orally, these orders will be issued in writing by the Project Manager as soon thereafter as is practicable.

21.2 In the event that the Contractor and the Trust are unable to resolve their differences concerning any determination made by the Project Manager, or any dispute, question, or claim arising under or relating to the Agreement, either the Contractor or the Trust may initiate a dispute in accordance with the procedure set forth in this Article.

21.3 The parties to this Agreement authorize the Chief Procurement Officer, or his designee, to decide all questions, disputes, or claims of any nature arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) (collectively "questions" or "disputes"), and his decision shall be conclusive, final and binding on the parties, subject only to the limited review specified below. Any such dispute by the Contractor shall be brought, if at all, before the Chief Procurement Officer within 10 days of the occurrence, event or act out of which the dispute arises. Any such dispute by the Trust shall be brought, within a reasonable time after the occurrence, event or act, out of which the dispute arises.

21.4 The Chief Procurement Officer may establish rules and procedures for presentation of disputes, including for example, whether and what rules of evidence and argument shall apply, the length and manner of hearing(s) and the disposition of preliminary matters. The Chief Procurement Officer may obtain such assistance as may be desirable, including advice of experts, and may consult with legal counsel in setting such procedures and in making its decisions. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Chief Procurement Officer participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Chief Procurement Officer for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager's interpretation.

21.5 The Chief Procurement Officer may, at his or her option, for any particular dispute, elect to forgo the dispute resolution procedures herein and allow the dispute to be otherwise resolved in accordance with law.

ARTICLE 22. BREACH AND REMEDIES

22.1 **EVENT OF DEFAULT.** An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- a) The Contractor has not delivered Deliverables on a timely basis;
- b) The Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- c) The Contractor has failed to make prompt payment to subcontractors or suppliers for any Work;
- d) The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- e) The Contractor has failed to obtain the approval of the Trust where required by this Agreement;
- f) The Contractor has failed to provide "adequate assurances" as required below; and
- g) The Contractor has failed in the representation of any warranties stated herein.

When, in the opinion of the Trust, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the Trust may request that the Contractor, within the time frame set forth in the Trust's request, provide adequate assurances to the Trust, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the Trust receives such assurances the Trust may request an adjustment to the compensation received by the Contractor for portions of the Work that the Contractor has not performed. In the event that the Contractor fails to provide to the Trust the requested assurances within the prescribed time frame, the Trust may:

- a) Treat such failure as a repudiation of this Agreement;
- b) Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

In the event the Trust shall terminate this Agreement for default, the Trust or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

22.2 **NOTICE OF DEFAULT.** If an Event of Default occurs, in the determination of the Trust, the Trust may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Trust may be terminated. Notwithstanding, the Trust may, at its sole discretion, allow the Contractor to rectify the default to the Trust's reasonable satisfaction within a thirty (30) day period. The Trust may grant an additional period of such duration as the Trust shall deem appropriate without waiver of any of the Trust's rights hereunder, or under any bond. The default notice shall specify the date the Contractor shall discontinue the Work upon the Termination Date.

22.3 **REMEDIES IN THE EVENT OF DEFAULT.** In the event that the Contractor is unable to perform its duties and causes hardship to the Trust and/or its patients, the Trust reserves the right to seek remedies, including but not limited to:

- a) Recovery of actual damages, including but not limited to replacement services and completing the Work under this Agreement;
- b) Recovery costs and fees, including professional and administrative expenses and staff time, for the procurement and administrative tasks to find and retain the replacement and completion of work;
- c) Recovery costs and fees, including professional and administrative expenses and staff time, incurred in the course of seeking to compel the Contractor to perform its Work and to terminate this Agreement;
- d) Recovery of lost revenues
- e) Compensation from the various bonds and insurance policies pledged by the Contractor;
- f) Return within 30 calendar days of demand any monies advanced to the Contractor, as well as (at the very least) the net cost associated with recovery hereunder.
- g) In addition to the above remedies, the Trust reserves the right to demand restitution or any other remedy available to it by law in equity or otherwise, including but not limited to damages incurred for specific performance and for injunctive relief.

ARTICLE 23. USER ACCESS PROGRAM (UAP)

A. User Access Program: The Board of Trustees for the Public Health Trust (PHT) of Miami-Dade County approved a User Access Program (UAP) under Resolution No. PHT 5/10-030 as implemented by the CEO/President in the "Jackson Health System User Access Program" policy. This agreement is subject to a user access deduction under the PHT User Access Program (UAP) in the amount of two percent (2%). All PHT purchases under this agreement, and purchases made by any other organization or jurisdiction that may use the agreement, are subject to the two percent (2%) UAP deduction.

The vendor providing the goods or services under this agreement shall invoice the amount of the agreement price, and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The PHT shall retain the 2% UAP for use by the PHT to help defray the cost of PHT operations. Vendor participation in this program is mandatory.

B. Vendor Compliance: If the Vendor fails to comply with this section, the Vendor may be considered in default by the Trust in accordance with the terms and conditions of this agreement.

ARTICLE 24. MISCELLANEOUS

24.1 **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Contractor may not assign by transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement, or any interest in any portion of same, without the prior written consent of the Trust, which consent may be withheld by the Trust for any reason it determines to be in its best interest.

24.2 **SUBCONTRACTING.** Any and all subcontractors to be utilized by the Contractor in the completion of work for this proposal shall be identified to and approved by the Trust. The Contractor shall not change or substitute subcontractors or suppliers from those listed in the Contractor's Response. Such approval shall not be unreasonably withheld.

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were

employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

24.3 **FORCE MAJEURE.** Neither party shall be liable to the other for failures or delays in performance due to causes beyond its reasonable control and that cannot be avoided by exercise of due care, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their commercially reasonable efforts to minimize the effects of such failures or delays.

24.4 **WAIVER.** The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. All rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy that such party may have at law or in equity.

24.5 **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

24.6 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party.

24.7 **GOVERNING LAW.** In the event that it becomes necessary to enforce the terms of this Agreement, the validity, construction, interpretation and performance of this Agreement and the remedies for its enforcement or breach shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to the conflict of laws.

24.8 **JURISDICTION AND VENUE.** The parties hereto unconditionally and irrevocably: (i) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida; and (ii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

24.9 **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it. It shall be construed as if all parties hereto jointly prepared the agreement.

24.10 **RIGHTS, REMEDIES AND OBLIGATIONS.** The rights, remedies and obligations contained in this Agreement shall pertain solely to the parties executing the Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for any third parties or any other person who is not a party thereto.

24.11 **AUDIT.** The Contractor agrees to retain all books, such records and other documents related to this Agreement for five (5) years after final payment. The Trust, its authorized agents and/or Federal and State auditors shall have full access to and the right to examine any of said material during this period. The Contractor also agrees to provide the Trust upon request with copies of all such records and documents.

24.12 **ADVERTISING.** Neither party shall use the name of the other in any promotional or advertising material unless review and approval in writing of the intended use shall first be obtained from the party whose name is to be used. Such approval may be withheld by the Trust for any reason it determines to be in its best interest.

24.13 **TIME OF ESSENCE.** Time shall be deemed of the essence on the part of the Contractor in performing all of the terms and conditions of this Agreement.

24.14 **SECTION HEADINGS.** The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

24.15 **ERROR.** Stenographic, clerical, or similar errors in this document are subject to correction.

24.16 NOTICES. Every notice that may be required by this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested or delivered personally to the parties at their respective addresses set forth as follows:

As to the TRUST:

Rosa Costanzo
Chief Procurement Officer
Public Health Trust
1500 NW 12th Avenue, Suite 820
Miami, Florida 33136

Isa M. Núñez
VP, Facilities Design & Construction
Jackson Health System
1611 N.W. 12th Avenue
Miami, Florida 33136

As to the CONTRACTOR:

24.17 NON-DISCRIMINATION. The Trust requires that the Contractor shall not discriminate against an employee, volunteer, or participant of the Contractor on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as defined in the Deliverables of this Agreement. Additionally, Contractor shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Trust shall have the right to terminate this Agreement. If the Contractor or any owner, subsidiary, or other firm affiliated with or related to the Contractor, is found by the responsible enforcement agency or the courts to be in violation of these laws, The Trust will conduct no further business with the Contractor.

ARTICLE 25. REGULATORY ON-BOARDING REQUIREMENTS FOR CONTRACTED PERSONNEL STAFF

The Trust, as a mandate of The Joint Commission, as well as other regulatory agencies, requires the CONTRACTOR to maintain the following documents in their personnel files for presentation upon request. Throughout the term of the agreement, the CONTRACTOR shall ensure that the Trust policies for contractor/agency requirements are met. Prior to assigning personnel to perform contracted services for the Trust, the CONTRACTOR, at its own expense, shall carefully screen personnel in accordance with the Trust's pre-employment health screening policies and procedures. The requirements shall include, but shall not be limited to, pre-placement health screening, background and employee compliance as outlined below.

- Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- Negative Urine Drug Test: 5 Panel Drug Screen submitted to a Trust approved drug testing facility.
- Criminal Background Screening
- JHS Mandatory New Hire Orientation
- Compliance with JHS Administrative Policy No. 368

The Trust reserves the right to conduct random audits of CONTRACTOR's personnel files for verification of required documentation to ensure CONTRACTOR's compliance with Trust policies and procedures, Joint Commission standards and any other healthcare regulatory requirements for staffing. The CONTRACTOR shall contact the Human Resources Compliance Department upon the contract effective date for process procedures.

ARTICLE 26. CONTRACT COMPLIANCE

Throughout the term of this Agreement, Contractor shall be subject to periodic and on-going monitoring and evaluation by the Trust to determine if contracted service is being provided safely, effectively and in accordance with the Agreement. As applicable, Contractor shall also comply and adhere to all accreditation standards including, but not limited to, The Joint Commission, all Medicare Conditions of Participation, hospital medical staff bylaws (as applicable), all hospital policies and procedures, to include all Human Resource policies, behavior requirements and sexual harassment prohibitions, all local, state or federal laws, and all performance and/or quality programs and standards applicable to the services being provided and any other requirements as set forth by the Trust. Adherence to National Patient Safety Goals is required.

ARTICLE 27. JHS EMPLOYEE NON-HIRE

Contractor acknowledges that the Trust's employees are essential to the Trust's business and are familiar with the Trust's operating procedures and other information proprietary to the Trust. Therefore, Contractor agrees to not, without the Trust's prior written consent, solicit for employment, hire or make any agreement with, any person who is or has been a Trust salaried employee working in the Services provided by Contractor hereunder within the earlier of one (1) year after such employee terminates employment with the Trust or within one (1) year after termination of this Agreement. Contractor also acknowledges that its breach of the obligations set forth in this section would irreparably harm the Trust's business and leave the Trust without adequate remedy at law, and that the Trust would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.

ARTICLE 28. ENTIRE AGREEMENT AND MODIFICATIONS

Both parties agree that this Agreement is the entire agreement of the parties therein. This Agreement and its exhibits referenced below set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter hereof.

Exhibit 1 – The Contractor's Proposal under RFP No. 14-12008-SR including any revised Proposal, accepted by the Trust

Exhibit 2 – RFP NO.: 14-12008-SR as amended by the Trust

There are no conditions or limitations to this undertaking except those stated therein. This Agreement and any change orders issued hereunder shall not be modified other than in writing, signed by each of the parties hereto.

SECTION 7.0 – APPENDICES & ATTACHMENTS

| | |
|--------------|--|
| Form A-1 | Cover Page for Proposal |
| Form A-2 | (PHT) Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process) |
| Form A-3 | Acknowledgment of Amendments |
| Form A-5 | Local Business Preference Information |
| Form A-6 | Fair Subcontracting Policies |
| Form A-11 | Affidavit of Continued Compliance |
| Form A-12 | Living Wage Affidavit |
| Form A-14 | Small Business Enterprise (SBE) Status |
| Form B-1 | Proposer Experience |
| Form C | Miami Dade County Contractor Due Diligence Affidavit |
| Attachment A | Program Management Services Organizational Chart |

Form A-1

| | | |
|---|-----------------------------|---------------------------------|
| PROPOSER'S NAME (Name of firm, entity or organization): | | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: | | |
| NAME AND TITLE OF PROPOSER'S CONTACT PERSON: | | |
| Name: _____ | Title: _____ | |
| MAILING ADDRESS: | | |
| Street Address: _____ | | |
| City, State, Zip: _____ | | |
| TELEPHONE: (____) _____ | FAX: (____) _____ | E-MAIL ADDRESS: _____ |
| PROPOSER'S ORGANIZATIONAL STRUCTURE: | | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____ | | |
| IF CORPORATION, | | |
| Date Incorporated/Organized: _____ | | |
| State Incorporated/Organized: _____ | | |
| States registered in as foreign corporation: _____ | | |
| PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: | | |
| IF APPLICABLE - LIST NAMES OF PROPOSER'S SBE SUBCONTRACTORS OR SBE SUBCONSULTANTS FOR THIS PROJECT: | | |
| PROPOSER'S AUTHORIZED SIGNATURE | | |
| The undersigned hereby certifies that this Proposal is submitted in _____ to this solicitation. | | |
| Signed By: _____ | | Date: _____ |
| Print Name: _____ | | Title: _____ |

Form A-1

Form A-2 (PHT)
AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)
FOR SELECTION COMMITTEE PROCEEDINGS (RFP PROCESS)

Firm/Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____
This RFP No.: _____

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations including negotiations under this RFP process:

| NAME | TITLE | EMPLOYED BY | TEL. NO. |
|-------|-------|-------------|----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations including negotiations before a Public Health Trust ("PHT") evaluation, selection, technical review or similar committee or subcommittee under the above-referenced RFP process.

For the sole purpose of said Oral Presentations including negotiations under this RFP process, the listed individuals shall not be required to pay any lobbyist registration fees.

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to the oral presentation, to the PHT Procurement Officer of another fully executed affidavit (this Form A-2 (PHT)).

Pursuant to Miami-Dade County Code § 2-11.1 (s) 5, unless he or she has been listed here, no individual shall appear before any PHT evaluation, selection, technical review or similar committee or subcommittee on behalf of a Firm/Proposer unless he or she is registered with the Clerk of the Board of County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this RFP process, individuals who wish to address the PHT Board of Trustees or a PHT committee or subcommittee concerning any action, decision or recommendation of PHT personnel must register with the Clerk of the Board of County Commissioners and pay all applicable fees as a registered lobbyist.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1 (s) 5 of the Code of Miami-Dade County as amended.

Signature of Authorized Representative of Firm/Proposer:

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by _____, a _____, who is personally
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)

Form A-3

ACKNOWLEDGEMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 2014

Addendum #2, Dated _____, 2014

Addendum #3, Dated _____, 2014

Addendum #4, Dated _____, 2014

Addendum #5, Dated _____, 2014

Addendum #6, Dated _____, 2014

Addendum #7, Dated _____, 2014

Addendum #8, Dated _____, 2014

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-5

LOCAL BUSINESS PREFERENCE

Check the appropriate line below and provide the information within the parenthesis.
 This form is **not** applicable, I am **not** claiming Local Preference status (signature and date required, notary not required)
 This form is **applicable**, I am **claiming** Local Preference status (fill out entire form and attach required documents)

The evaluation of competitive solicitations is subject to Miami-Dade County Code § 2-8.5, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

1. Proposer has a valid occupational license, issued by Miami-Dade County at least one year prior to Proposal submission that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and past year licenses may need to be submitted as proof that Proposer has had the license at least one year prior to the Proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the Proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets those criteria.

Form A-5; Page 1 of 2

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties. Therefore, a Proposer which meets the requirements of (1) and (2) above for Broward County shall be considered a local business for the purposes outlined herein.

Name of Firm: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-6

(If using MDC SBE Certified Subcontractors)

FAIR SUBCONTRACTING POLICIES

FAIR SUBCONTRACTING PRACTICES

Pursuant to Miami-Dade County § 2-8.8, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

Form A-11

AFFIDAVIT OF CONTINUED COMPLIANCE

Before me, the undersigned authority, personally appeared _____
Name and Title

from _____ who, being by me first duly sworn, made the following statement:
Entity

1. _____ is in compliance with the applicable provisions of the Miami-Dade
Entity
County and Public Health Trust codes, ordinances and resolutions.

2. _____ previously filed the following affidavits with the
Entity

Public Health Trust (within one year of submission of this affidavit):

| <u>TITLE OF AFFIDAVIT</u> | <u>DATE OF SUBMISSION</u> | <u>PHT RFP #</u> |
|---|---------------------------|------------------|
| Lobbyist Registration for Oral Presentation _____ | | |
| Disability Nondiscrimination _____ | | |
| Local Business Preference _____ | | |
| Fair Subcontracting Policies _____ | | |
| Florida Statutes on Public Entity Crimes _____ | | |
| Miami-Dade Business Entity _____ | | |
| Public Health Trust Disclosure _____ | | |
| Living Wage _____ | | |
| Individuals and Entities _____ | | |
| Continued Compliance _____ | | |

3. The information contained within the above-listed (or indicated) affidavits remains current and accurate.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me in the state and county first mentioned above on the ____ day of _____, 20__ by _____
Affiants's Name

Notary Public

Personally known _____ or produced identification _____ Type of identification produced _____.

Notary Public-State of _____ Notary Seal My Commission Expires: _____
(State)

Form A-12

LIVING WAGE AFFIDAVIT (County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$12.23 per hour plus health benefits as described in the ordinance, or \$14.01 per hour without health benefits.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ____ day of _____, 20__

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

Form A-14 SMALL BUSINESS ENTERPRISE (SBE) STATUS

Check the appropriate line below and provide the information within the parenthesis.
 This form is not applicable, I am not claiming SBE status (signature and date required, notary not required)
 This form is applicable, I am claiming SBE status (fill out entire form and attach required documents)

The Small Business Enterprise Program (SBE) Selection Factor established under Section 2-8.1.1.1.1. of the Code of Miami-Dade County shall apply to this RFP process. Any Proposer that is properly SBE certified, only by the Department of Small Business Development of Miami-Dade County, shall be accorded a selection factor. A Proposer entitled to a selection factor shall receive an additional ten (10%) percent of the evaluation points scored on the technical (non-price) portion of such Proposer's proposal.

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award and for the duration of the contract to remain eligible for the preference. The Proposer shall complete, sign and submit a copy of the certificate issued by the Miami-Dade County's Department of Small Business Development (SBD).

Name of Firm: _____

Date Established Certification with SBD: _____

DBD Certificate Number: _____

Certificate Expiration Date: _____

Attach a copy certificate issued by SBD to this form.

By signing below, Proposer affirms that it meets the above criteria to qualify for the SBE Selection Factor and has submitted the requested documents.

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____ **Date:** _____

STATE OF _____ COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Seal

Notary Public _____ (State)

Form B-1 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Subvendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the Trust, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a Hospital? (Yes___ No ___)

Number of licensed beds for this client: _____

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Form B-1

Miami-Dade County
Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO) Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State Of: _____ County Of: _____

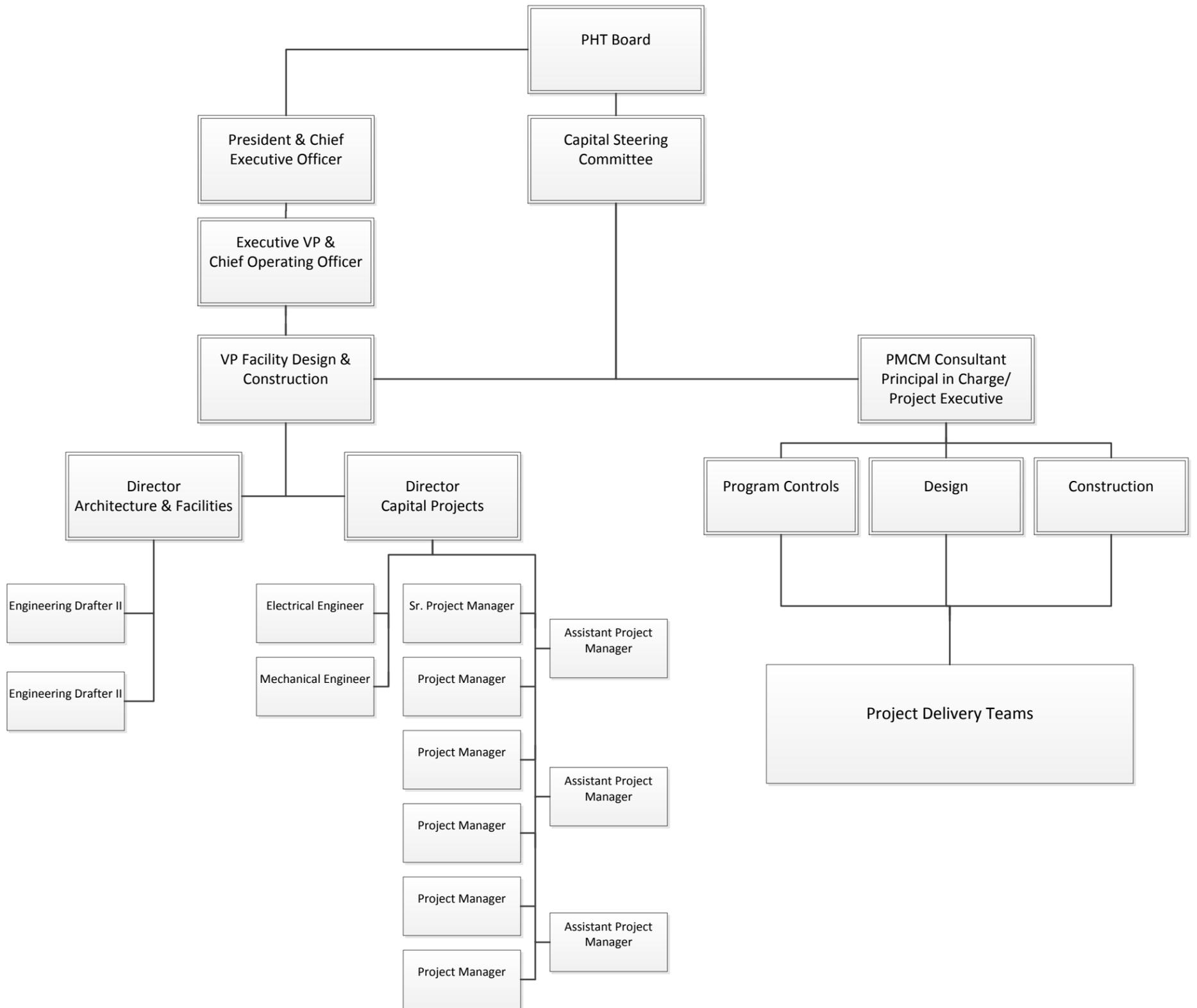
Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20 _____

By _____ He or she is personally known to me [] Or has produced identification []

Type of Identification produced: _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____



NOTE:

- 1) This organizational chart represents JHS's current approach and is subject to change.
- 2) This organizational chart represents reporting structure and is not a contracting chart.