



Date: April 17, 2015

To: Gilbane Building Company; Jacobs Program Management Co.; Jones Lang LaSalle Americas, Inc.; McKissack & McKissack of the Southern Region, Inc.; URS Corporation Southern

From: Carlos Migoya, President and Chief Executive Officer

Subject: Informal RFP 15-12916-TC: Invitation to Submit Proposals

Reference: Program Management Owner's Representative Services for JHS Capital Plan

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Jackson Health System – the Public Health Trust of Miami-Dade County (“JHS-PHT” or the “Trust”) invites each of Gilbane Building Company, Jacobs Program Management Co., Jones Lang LaSalle Americas, Inc., McKissack & McKissack of the Southern Region, Inc. and URS Corporation Southern to submit a proposal to provide Program Management Owner's Representative Services for the Jackson Health System Capital Plan (the “Program Manager Owner's Representative Services for JHS Capital Plan”). While the President/CEO of the Trust intends to recommend to the Board of the Public Health Trust to waive formal competitive bids and award a contract for Program Manager Owner's Representatives Services for JHS Capital Plan pursuant to Section 25A-4 of the Code of Miami-Dade County, please be advised that the Trust gives no assurances that there will be a recommendation for waiver as a result of this process, that the Board will contract with the recommended vendor if any, that the Board will follow the recommendation of the President/CEO, that the Board will limit the award to only one vendor or that an award of a contract will be made. The Trust shall have full discretion with respect to any or all of these decisions notwithstanding this invitation.

This informal invitation has been structured as a modification of prior open-competitive Request for Proposals (RFP) 14-12008-SR. Accordingly, this informal invitation incorporates by reference the provisions of prior open-competitive Request for Proposals (RFP) 14-12008-SR and Amendments 1, 2, 3, 4, and 5 (the “October 17, 2014, Baseline RFP”). This invitation is extended to your firm as one of the five original shortlisted proposers under the process set forth in the Baseline RFP. The Baseline RFP, as modified by this informal invitation, shall be referred to as Informal RFP 15-12916-TC (the “Informal RFP”).

The companies receiving this letter are invited to submit proposals in accordance with the Informal RFP. Proposals in response to the Informal RFP are to be submitted not later than Tuesday, May 12, 2015, 2:00 PM, to the attention of:

Public Health Trust/Jackson Health System  
Procurement Management Department  
Attn: Mr. Teodoro Carrasco, Senior Procurement Contracting Officer  
Jackson Medical Towers  
1500 NW 12 Avenue, Suite # 814  
Miami, Florida 33136

Upon the issuance of this letter invitation, the Cone of Silence shall be imposed on the Informal RFP in accordance with Section 2-11.1(t), Miami-Dade County Code of Ordinances.

The Baseline RFP is hereby modified as follows:

**REVISION 1:** DEFINITIONS. The following defined terms are amended or added as follows:

- “Contractor” or “Consultant” means any person, firm, entity or organization having a contract with the Trust.
- “Construction Management” means serving as a construction manager for the planning, design, construction and commissioning of a construction project.
- “County” means Miami Dade County acting through its Board of County Commissioners, County Mayor and as otherwise authorized by law.
- “Owner’s Representative Services” means serving as the designated official representative of an owner agency to oversee the planning, design, construction and commissioning of a construction project, grouping of construction projects, a construction program or a capital plan.
- “Program Manager”, “Construction Manager”, “PM/CM”, “Owner’s Representative” or “Program Management Consultant” means the successful Proposer awarded a contract pursuant to this solicitation.
- “Program Management” means the process of managing multiple related projects at once. Where project management is often used to describe one project, program management involves multiples projects that are all related and working toward the same goal or result.
- “Proposer”, “Submitter,” “Offerer”, “Bidder” or “Respondent” means the person, firm, entity or organization submitting a response to this Solicitation.
- “Proposing Team” means the Proposer, Submitter, Offerer or Respondent, inclusive of all Subcontractors to the Proposer, Submitter, Offerer or Respondent.
- “Subcontractor,” “Sub-vendor” or “Sub-consultant” means any person, firm, entity or organization, other than the employees of the Contractor/Consultant, who contracts with the Contractor/Consultant 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/Consultant.
- “Supervisor of Contractor/Consultant” is responsible for execution of Services and Supervisor shall have the authority to act as Proposer’s agent.

**REVISION 2:** The following language is added at the end of RFP Section 1.2:

**PRECLUSION CLARIFICATIONS**

The successful awarded Proposer as a result of this RFP shall be managing the work product of the recently awarded Notice to Professional Consultants (NTPC) A14-JHS-02, JHS Rehabilitation Hospital Programming, Design, Procurement, and Construction Administration Services. Therefore, the following firms that comprise the awarded team of NTPC A14-JHS-02 shall be precluded from participating as Proposer or as part of a Proposing Team for RFP 15-12916-TC:

HDR Architecture, Inc.  
HDR Engineering, Inc.  
ACAI Associates, Inc.  
Bard, Rao + Athanas Consulting Engineers, LLC  
ESI Consulting Engineers, Inc.

Vital Engineering, Inc.  
CSS International, Inc.  
A&P Consulting Transportation Engineers Corp.  
Architects International, Inc.  
F.R. Aleman and Associates, Inc.  
Nadic Engineering Services, Inc.

Additionally, the following firm provided consulting services in the preparation of RFP 15-12916-TC and shall be precluded from participating as Proposer or as part of a Proposing Team for RFP 15-12916-TC:

Hellmuth, Obata, and Kassabaum, Inc. (d/b/a HOK)

**PHT'S ORGANIZATIONAL CONFLICT OF INTEREST, ADVANCE TEAMING RESTRICTIONS AND CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY**

**All Proposers must comply with this section.**

**A. PHT Organizational Conflict of Interest**

**1. Policy**

Miami-Dade County (County), through its Public Health Trust (PHT), adopts the provisions of this section to govern potential conflicts of interest in its procurement of Contractors/Consultants to implement the development, execution and successful delivery of the Jackson Health System 10-Year Capital Plan (Program). It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the PHT's contracting for the Program and to protect the business interests of the PHT thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

**2. Definitions**

Organizational conflict of interest: a situation in which a Contractor/Consultant: (a) under the contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the PHT in a matter such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the Contractor/Consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the Contractor/Consultant may be improperly influenced by its own interests rather than the best interest of the PHT, or (b) would have an unfair competitive advantage in a PHT competitive solicitation as a result of having performed work on a PHT contract that put the Contractor/Consultant in a position to influence the result of the solicitation.

Affiliates: business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both. Prime Contractors/Consultants shall be the contractors/consultants selected to contract directly with the PHT for each of the future anticipated contracts under the Program.

Subcontractors; sub-consultants: firms under contract with the Prime Contractor/Consultant.

**3. Certification of no organizational conflict of interest**

The Contractor's/Consultant's: (a) execution of the contract or any agreement to perform any work under a work order or (b) making a claim for payment under the contract, constitutes the Contractor's/Consultant's certification to the PHT that the Contractor/Consultant does not have knowledge of any organizational conflicts of interest to exist in performing the work under the contract. False certifications may be considered a material breach of the contract and the Contractor/Consultant may be liable to the PHT for a false claim under the County's false claim ordinance. At any time in anticipation of awarding the contract, or during the performance of the contract, the PHT may require the Contractor/Consultant to execute an express written certification that after diligent inquiry the Contractor/Consultant does not have knowledge of any organizational conflict of interest. The PHT may also require the Contractor/Consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the contract.

#### **4. Identification of organizational conflict of interest**

The Contractor/Consultant shall be obligated to disclose to the PHT any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Project Manager identified in RFP Section 1.37. The disclosure shall identify the organizational conflict of interest with sufficient detail for the PHT's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) and the Commission on Ethics and Public Trust (COE). The Contractor's/Consultant's failure to identify an organizational conflict of interest, or to disclose the same to the PHT in the manner set forth in this Section, may be considered a material breach of the contract. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the PHT as a criterion for selection as set forth in the applicable competitive solicitation documents.

#### **5. Addressing organizational conflicts of interest**

The PHT will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The President of the PHT, with the assistance of such other persons as he may deem appropriate, shall make the final decision of how to address an organizational conflict of interest. The PHT shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the PHT must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the PHT's business interests, then the PHT shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the PHT's interest is outweighed by the expected benefit from having the conflicted Contractor/Consultant perform the contract.

#### **6. Measures to address organizational conflicts of interest**

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the President of of the PHT and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the prime and/or its subs to implement structural barriers (firewalls) and internal corporate controls, (c) limiting

subcontractors/sub-consultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific contractor/consultant and subcontractor/sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring subcontractors/sub-consultants who are conflict free to perform identified areas of work, (h) requiring the contractor/consultant or its subcontractors/sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

## **7. Documentation and evaluation**

The President of the PHT will set forth in the contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The PHT shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and the COE.

## **8. Organizational conflicts of interest which are not remedied**

If in the sole discretion of the PHT there is no measure or combination of measures which protect the PHT against the organizational conflict of interest, then the Contractor/Consultant may not perform the subject work. The PHT may in its discretion, if pre-award, decide not to award the contract to the affected Contractor/Consultant, and following award, terminate the contract, or portion of the contract, which the Contractor/Consultant has materially breached because of such inability to perform.

## **B. Advance Restrictions**

1. General. The Program shall be subject to the advance restrictions set forth in this subsection. While the advance restrictions have been designed to prevent the major anticipated organizational conflicts of interest, compliance with the advance restrictions is not a guarantee that a firm complies with the County's policy on organizational conflicts of interest, which shall at all times be governed by the other requirements of this section.

The advance restrictions set forth in this subsection apply to both Contractors/Consultants and their affiliates.

The PHT may award a contract notwithstanding the advance restrictions upon a finding that, following competition, the restriction prevents the PHT from contracting with the sole responsive and responsible Contractor/Consultant offering to provide the services in terms acceptable to the PHT.

The PHT will not permit subcontracting or teaming arrangements which are not commercially reasonable and clearly designed to avoid the advance restrictions set forth in this section. The decision of the PHT to prohibit any such arrangement as a violation of the advance restrictions set forth in this policy shall be final.

2. Prime Contractors/Consultants. Including this Contract, the PHT anticipates awarding multiple future separate contracts, each to competed prime consultant(s)/contractor(s) for the additional services necessary to carry out the Program. The Scope of Services for each of the future separate contracts will be described within each independent solicitation. Because the Program Manager will aid in the development of these contracts and their subsequent management, the Program Manager may not compete as Proposer or as part of a Proposing Team for any of these future Program contracts.

Other than the preclusion clarifications above identified, it is anticipated that the PHT will select first the Prime Consultant for RFP 15-12916-TC for Program Management Owner's

Representative Services for JHS Capital Plan. The Prime Consultant selected as the Program Management Consultant shall not participate as a sub-consultant to any other prime consultant for the subsequent services.

3. Subcontractors/Sub-consultants. Subcontractors/Sub-consultants to the selected Program Management Consultant shall not be a subcontractor/sub-consultant to any other prime contractor/consultant under the Program. Other than the waiver for no availability set forth in paragraph (1) above, this restriction may not be waived at the time of selection of the prime contractors/consultants. Following the initial selection of prime contractors/consultants, and during the course of the performance of the contracts, if any, the President of the PHT may in his sole discretion waive this restriction applicable to subcontractors/sub-consultants of the Program Management Consultant upon consideration of the following criteria: (a) the scope of work performed by the affected subcontractor/sub-consultant in the Program, (b) any unique expertise of the subcontractor/sub-consultant for the subject work, (c) the fees earned by the subcontractor/sub-consultant during the course of their engagement for the Program Management Consultant, (d) the availability of other competent firms available to perform the subject work, (e) changes in the ownership or personnel of the affected subcontractor/sub-consultant or other firms participating in the Program. No waiver shall be given if such waiver would result in an organizational conflict of interest that cannot be addressed in the discretion of the President of the PHT.

4. Proposers must select between submitting as a prime contractor/consultant or subcontractor/sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

5. Contractors/Consultants electing to submit as a prime contractor/consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime contractor/consultant, said contractor/consultant may not participate as a subcontractor/sub-consultant on the same solicitation except as expressly identified in RFP Section 5.12. In the event of specific industry requirements, the President of the PHT or his designee may make exceptions.

### **C. Conflict of Interest Related to Section 2-11.1 of the Code of Miami-Dade County**

Questions regarding conflicts of interest governed by Section 2-11.1 of the Code of Miami-Dade County shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any Bidder, Proposer, Contractor, Consultant, Subcontractor or Sub-consultant regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any Bidder, Proposer, Contractor, Consultant, Subcontractor or Sub-consultant. Determinations by the Commission on Ethics shall be deemed final. When a Bidder, Proposer, Contractor, Consultant, Subcontractor or Sub-consultant is found to have a conflict, the submittal presented by the conflicted party may be rendered nonresponsive.

**REVISION 3:** Section 1.3, RFP Timetable, is revised to read as follows:

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

RFP available for distribution:	<b>April 17, 2015</b>
Pre-proposal conference date and time:	<b>N/A</b>
Deadline for receipt of process and scope questions:	<b>April 28, 2015</b> No later than 5:00 PM (local time)
Deadline for receipt of proposals:	<b>May 12, 2015</b> No later than 2:00 PM (local time)

Selection Committee Meeting (Presentations):

**Week of June 1 – 5, 2015**

Projected Project Award Date:

**July 2015**

**REVISION 4:** Section 1.4, Contact Person, is revised to read as follows:

The Procurement Officer and contact person for this RFP is:

**Name and Title:** Teodoro (Theo) Carrasco, Ph.D., CPPO, CPPB  
Senior 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:** [teodoro.carrasco@jhs-miami.org](mailto:teodoro.carrasco@jhs-miami.org)  
**Telephone:** (305) 585-8291  
**Fax:** (305) 355-6719

**REVISION 5:** Section 1.14, Small Business Enterprises (SBE) Subcontracting Goal, is revised to read as follows:

#### **1.14 SMALL BUSINESS ENTERPRISES (SBE) SUBCONTRACTING GOAL**

Jackson Health System is fully committed to supporting the economic development of Miami-Dade County small businesses through our small business enterprise (SBE) program. The aim of the SBE program is to ensure a business environment that fosters inclusion and equal opportunity for small businesses certified by Miami-Dade County. Procurement Management Department activities are thoroughly reviewed to identify participation opportunities for certified SBE firms based on availability within the existing local marketplace. Additionally, new opportunities may be pursued during the life of existing projects.

Jackson aims to provide equal access to all suppliers and to facilitate nondiscriminatory business relationships with the goal of promoting, increasing and improving the diversity of firms within our supply chain. Jackson encourages the participation of historically underutilized business enterprises, including: minority-, women-, veteran- and service-disabled veteran owned firms in all procurement activities.

It is our goal that resulting contracts awarded over \$1,000,000 contain maximum SBE participation. For this contract, it is the preference of JHS that overall SBE utilization be 35% 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@jhs-miami.org](mailto:Amber.Lawhorn@jhs-miami.org)).

Proposers shall submit a signed Schedule of Intent Affidavit at the time of proposal submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform, if appropriate, including the type goods or services the SBE will provide as identified and defined in Section 2.2, Scope of Work. Proposers shall be allowed up to 48 hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Proposer shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Proposer's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

**REVISION 6:** The last paragraph of RFP Section 2.1 is revised to read as follows:

## 2.1 GENERAL INFORMATION

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 Facilities Design & Construction Department. The Consultant will report directly to the VP of Facilities, Design & Construction and will work closely with the Corporate Director of Facilities Design & Construction to provide the requested services. The Program Manager will provide guidance, leadership and support to the JHS staff as described in the below Section 2.2 - Scope of Services.

**REVISION 7:** The title, first paragraph and several Scope of Services bullets in RFP Section 2.2 are revised to read/added as follows:

## 2.2 SCOPE OF WORK/SERVICES

The Program Manager/Construction Manager Owner's Representative (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 Owner's Representative (PM/CM) will include the development, execution and successful delivery of the JHS 10-Year Capital Plan (Program), which includes multiple funding sources. It is the expectation of the PHT that Proposer should have demonstrative industry leadership experience in providing Program Management / Construction Management / Owner's Representative Services for substantial public health and hospital systems, with preference given to multi-site experience and academic medical center environments. Proposer shall, in its proposal, demonstrate how it satisfies the PHT's expectation, including providing contract references evidencing Program Management / Construction Management / Owner's Representative experience, with preference given to references that demonstrate Program Management / Construction Management / Owner's Representative experience for public health and hospital systems, multi-site experience and/or academic medical center environments. These contract references, in support of any proposal text introducing same, should be submitted individually on Form B-1 per each reference. In the event that Proposer does not or cannot satisfy the PHT's Program Management / Construction Management / Owner's Representative experience expectation, its proposal so shall state and explain why it would be in the interest of the PHT to contract with the Proposer notwithstanding such lack of experience. 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) and the Joint Commission. 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.

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### **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). The Trust's 11 Key Strategic Initiatives are identified on Page 5 of the Master Plan Executive Summary in RFP Attachment 2. 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, equipment planning, 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.

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### **Project Organization and Responsibilities:**

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- **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, equipment planning, 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.
- **(NEW) Small Business Enterprise Program Advocacy and Reporting.** PM/CM to assist in identifying small business opportunities within the organizational plan in accordance with JHS's goals of maximizing the Program's small business participation. Provides support in creating presentations and handouts and in hosting, scheduling and/or coordinating community outreach events, vendor fairs, matchmaker events and assisting in a JHS small business mentorship program. Monitors and tracks small business participation throughout the Program.

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### **Design and Construction Implementation:**

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- **(NEW) Fixtures, Furniture and Equipment (FF&E) Planning and Budget.** Facilitate determination of all requirements, as well as budget and schedule impacts for medical equipment, furnishings, and telecommunication systems. Facilitate the equipment planning process and coordination to insure all costs and systems are planned and accounted for. Review the overall equipment and furnishings budgets and understand all associated assumptions. Monitor the equipment budget as the planning process continues, to assess whether the budget is being maintained.

...

- **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 and have the ability to communicate with Lawson, JHS’s financial software. 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.

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**REVISION 8:** RFP Section 2.4.A, Proposer Qualifications, is revised to read as follows:

#### **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. It is the expectation of the PHT that Proposer should have demonstrative industry leadership experience in providing Program Management / Construction Management / Owner’s Representative Services for substantial public health and hospital systems, with preference given to multi-site experience and academic medical center environments. Proposer shall, in its proposal, demonstrate how it satisfies the PHT’s expectation including providing contract references evidencing Program Management / Construction Management / Owner’s Representative experience are required, with preference given to references that demonstrate Program Management / Construction Management / Owner’s Representative experience for public health and hospital systems, multi-site experience and/or academic medical center environments. These contract references, in support of any proposal text introducing same, should be submitted individually on Form B-1 per each reference. In the event that Proposer does not or cannot satisfy the PHT’s Program Management / Construction Management / Owner’s Representative experience expectation, its proposal so shall state and explain why it would be in the interest of the PHT to contract with the Proposer notwithstanding such lack of experience. 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) and the Joint Commission.
2. Provide a listing of the company’s officers and/or principals.
3. Describe the Proposing Team’s (inclusive of subcontractors to the Proposer) 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 Proposing Team’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.

**REVISION 9:** RFP Section 4.1, Paragraph 8), Disclosure of Conflicts, is revised to read as follows:

Disclose any financial, legal or organizational conflicts of interest, whether existing or potential, which may affect Proposer's and/or Proposing Team's performance of the Scope of Services required under RFP Agreement 15-12916-TC 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 and/or any existing or potential services to be provided directly to the Trust. Please reference RFP Section 1.2 regarding organizational conflicts of interest and advance teaming restrictions.

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 and/or Proposing Team 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 and/or Proposing Team for future work. These could also be consultants or individuals your firm relies upon for references per RFP Section 2.4.A.1 / Form B-1.

**REVISION 10:** RFP Section 5.4, Short List, is deleted.

**REVISION 11:** RFP Section 5.10, Government in the Sunshine Law, is revised to read as follows:

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended, unless specifically exempted from same pursuant to Section 286.0113, Florida Statutes.

**REVISION 12:** RFP Section 5.13, Paragraph c), Allocation of Selection Points, is revised to read as follows:

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 \$300,000, this will establish a goal of 30% SBE subcontracting participation. Thus in accordance with the grid below, six (6) evaluation points will be assigned to the proposal under the Certified SBE Subcontracting Goal. A subcontracting promise of \$80,000, on a \$1 million proposal, would be 8%; thus, zero (0) 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. The weighted RFP Evaluation Point Grid for this RFP is:

<u>Total Percentage of SBE Subcontracting</u>	<u>Weighted Evaluation Points</u>
<b>0.00% - 10.0%</b>	<b>0 evaluation points</b>
<b>10.01% - 20.0%</b>	<b>2 evaluation points</b>
<b>20.01% - 25.0%</b>	<b>4 evaluation points</b>
<b>25.01% - 30.0%</b>	<b>6 evaluation points</b>
<b>30.01% - 35.0%</b>	<b>8 evaluation points</b>
<b>35.01%+</b>	<b>10 evaluation points</b>

**REVISION 13:** RFP Section 1.32, Bid Protests, is revised to read as follows:

Bid protests will be considered in only the manner set forth in Section IX of the PHT's Procurement Regulation, Policy No. 248. The Chief Procurement Officer and Chief Executive Officer have determined that there will not be a formal protest hearing as a result of this Informal RFP 15-12916-TC.

**END OF INVITATION TO SUBMIT PROPOSALS RFP 15-12916-TC**

<b>Acknowledgment and Acceptance of Invitation:</b>	Date
Signature of Authorized Representative:	
Typed/Printed Name:	
Title:	
Firm: <b>Gilbane Building Company</b>	

**Proposers must submit this signed Acknowledgement and Acceptance of Invitation with their proposals.**

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 \$300,000, this will establish a goal of 30% SBE subcontracting participation. Thus in accordance with the grid below, six (6) evaluation points will be assigned to the proposal under the Certified SBE Subcontracting Goal. A subcontracting promise of \$80,000, on a \$1 million proposal, would be 8%; thus, zero (0) evaluation points would be assigned.

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**END OF INVITATION TO SUBMIT PROPOSALS RFP 15-12916-TC**

<b>Acknowledgment and Acceptance of Invitation:</b>	Date
Signature of Authorized Representative:	
Typed/Printed Name:	
Title:	
Firm: <b>Jacobs Program Management Co.</b>	

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**END OF INVITATION TO SUBMIT PROPOSALS RFP 15-12916-TC**

<b>Acknowledgment and Acceptance of Invitation:</b>	Date
Signature of Authorized Representative:	
Typed/Printed Name:	
Title:	
Firm: <b>Jones Lang LaSalle Americas, Inc.</b>	

**Proposers must submit this signed Acknowledgement and Acceptance of Invitation with their proposals.**

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**END OF INVITATION TO SUBMIT PROPOSALS RFP 15-12916-TC**

<b>Acknowledgment and Acceptance of Invitation:</b>	Date
Signature of Authorized Representative:	
Typed/Printed Name:	
Title:	
Firm: <b>McKissack &amp; McKissack of the Southern Region, Inc.</b>	

**Proposers must submit this signed Acknowledgement and Acceptance of Invitation with their proposals.**

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 \$300,000, this will establish a goal of 30% SBE subcontracting participation. Thus in accordance with the grid below, six (6) evaluation points will be assigned to the proposal under the Certified SBE Subcontracting Goal. A subcontracting promise of \$80,000, on a \$1 million proposal, would be 8%; thus, zero (0) evaluation points would be assigned.

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**END OF INVITATION TO SUBMIT PROPOSALS RFP 15-12916-TC**

<b>Acknowledgment and Acceptance of Invitation:</b>	Date
Signature of Authorized Representative:	
Typed/Printed Name:	
Title:	
Firm: <b>URS Corporation Southern</b>	

**Proposers must submit this signed Acknowledgement and Acceptance of Invitation with their proposals.**