



REQUEST FOR PROPOSALS

RFP #: JTCHS 2023-23-10

HVAC SYSTEM - REPLACEMENT OF KEY COMPONENTS

(Chiller, Air Handler, Compressor, Air Drier)

FOR

JESSIE TRICE COMMUNITY HEALTH SYSTEM, INC.

RFP ISSUE DATE: October 23RD , 2023

PROPOSAL DUE DATE: December 11th, 2023

TABLE OF CONTENTS

	Page
I. NOTICE OF PROPOSAL REQUEST	1
1. Proposal submission deadline	
2. Proposal submitted after deadline	
3. How to obtain a copy of the RFP	
II. EQUAL EMPLOYMENT OPPORTUNITY AND DBE/EEO REQUIREMENTS.....	1
1. JTCHS EEO Policy Statement.....	1
2. Disadvantaged Business Enterprise requirement.....	1
III. MANDATORY PRE-PROPOSAL WALKTHROUGH.....	2
1. Location and time.....	2
2. Submission of questions and answers.....	2
IV. INTRODUCTION AND BACKGROUND.....	2
1. General Information.....	2
V. PURPOSE OF THE REQUEST FOR PROPOSAL.....	3
VI. DESIGNATED CONTACT	3
VII. ADDENDA TP RFP.....	4
VIII. COST OF PROPOSALS.....	4
IX. SCOPE OF SERVICES.....	4
1. Scope Key components	4
2. Scope of work	4
3. Additional proposal requirements	5-6
X. KEY EVENTS TIMELINE.....	6
XI. PROPOSAL SUBMISSION INSTRUCTIONS/FORMAT.....	7-10
XII. QUESTIONS AND CLARIFICATIONS.....	10
XIII. MAILING INSTRUCTIONS.....	10
XIV. DISPOSITION OF PROPOSALS.....	11
XV. MODIFICATION OF WITHDRAWAL OF PROPOSAL.....	11
XVII. NOTIFICATION OF AWARD/NON-AWARD.....	11
XVIII. ADDITIONAL INFORMATION/AMENDMENT	11
XIX. LETTER OF INTENT	12
XX. CONFLICT OF INTEREST.....	12-13
XXI. PRICE PROPOSAL.....	13
XXII. EVALUATION OF PROPOSALS.....	13-14
XXIII. ADMINISTRATIVE INFORMATION/ JTCHS RESERVATION OF RIGHTS... ..	14-15
XXIV. PROPOSERS RESPONSIBILITIES.....	15-16

XXV. CONFIDENTIALITY OF PROPOSALS.....	16
XXVI. CONFIDENTIALITY.....	16-17
XXVII. DEBARMENT.....	17
XVIII. NON-DISCRIMINATION AND MWBE POLICY.....	17
XXIX. BID PROTEST - RIGHT TO PROTEST.....	18-19
APPENDIX A - CERTIFICATION.....	20
APPENDIX B - LIST OF SUB-CONTRACTORS.....	21

I. NOTICE OF PROPOSAL REQUEST

A. **NOTICE IS GIVEN** that the Jessie Trice Community Health System, Inc, (JTCHS) is requesting proposals from qualified HVAC Companies (hereafter referred to as “Proposer/s”) to provide services for the HVAC System – **Replacement of key components**. All proposals shall be submitted in response to the conditions of this “REQUEST FOR PROPOSALS” for HVAC System Replacement of Key components (hereinafter referred to as RFP),” dated October 23rd, 2023, said RFP being on file in the offices of Jessie Trice Community Health System, Inc located at 5607 NW 27th Ave, Miami, Florida 33142-2826.

1. Proposals must be submitted and appropriately labeled as described. Proposals must be received at the Jessie Trice Community Health System, Inc Corporate office, on or before December 11th, 2023, 5:00 p.m. Eastern Standard Time (EDT).
2. Proposals received after December 11th, 2023, 5:00 p.m. EDT will not be accepted – No EXCEPTIONS!
3. Proposal documents may be obtained electronically online at: fhurstons@jtchs.org or via www.jtchs.org (Public Notice).

II. EQUAL EMPLOYMENT OPPORTUNITY AND DBE/SBE REQUIREMENTS

- A. It is JTCHS’ policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of JTCHS contracts.
- B. There is a specific goal or requirement to include Disadvantage Business Enterprises (DBE) for this project. JTCHS highly encourages the participation of Disadvantaged Business Enterprises (DBE). JTCHS encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-contractors, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

III. MANDATORY PRE-PROPOSAL WALKTHROUGH

- A. Mandatory pre-proposal walkthroughs will be held November 1st thru November 10th, 2023 **BY APPOINTMENT ONLY** at Dr. Fatima Zafar Health & Wellness Center located at 5361 NW 22nd Ave, Miami, Florida 33142.
- B. Only questions and answers submitted via email to ftthurston@jtchs.org will be binding. Oral and other interpretations or clarifications, including those provided at the pre-proposal walkthrough will be without legal effect. It is the responsibility of the Proposer to review all information provided in the RFP documents. It is JTCHS' expectation that all scope of work elements identified in this RFP will be addressed.

IV. INTRODUCTION AND BACKGROUND

A. GENERAL INFORMATION

The Jessie Trice Community Health System, Inc. (JTCHS) is a Florida 501 (c) 3, not-for-profit, Federally Qualified Health Center, which has served Miami-Dade County since 1967. The target population is the uninsured, underinsured, 95% of which live at or below the Federal Poverty Level of 200% in central and northwest Miami-Dade County. JTCHS serves Miami-Dade County's low income, working poor and medically underserved residents since 1967, providing comprehensive primary healthcare, dentistry and behavioral health services to the community's most vulnerable residents. JTCHS provides services regardless of ethnicity, immigration status, or ability to pay. JTCHS has been accredited by The Joint Commission in both Ambulatory Care and Behavioral Health since 1999. JTCHS has a proven history of operational excellence, receiving the first Joint Commission Primary Care Medical Home (PCMH) certification in Florida in 2011 and is a current HRSA Health Center Quality Leader, as designated by the Health Resources and Services Administration (HRSA) - among the top 30% of all HRSA supported health centers that achieved the best overall clinical outcomes, demonstrating high quality across clinical operations. Additionally, JTCHS has PCMH Level Three recognition for six (6) of its primary care sites from the National Committee for Quality Assurance (NCQA) and has been recognized as a HRSA Access Enhancer and HRSA Health Disparities Reducer.

V. PURPOSE OF THE REQUEST FOR PROPOSAL

- A. JTCHS is issuing this Request for Proposals (RFP) to identify, select and engage an independent HVAC Contractor to replace key components of the HVAC System at the Dr. Fatima Zafar Health and Wellness Center located at 5361 NW 22nd Ave, Miami, Florida 33142.
- B. JTCHS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by JTCHS.
- C. JTCHS reserves the right to accept or reject any or all proposals, to waive informalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. JTCHS may accept any item or group of items of any proposal.
- D. If, at any time, JTCHS determines it is in its best interest to discontinue use of these services, JTCHS reserves the right to cancel the contract to be awarded by giving thirty (30) days advance written notice.

VI. DESIGNATED CONTACT

JTCHS will require all Proposers submitting proposals in response to this RFP to comply with Florida Chapter 287.057 Procurement of commodities or contractual services , except as outlined below, from the date this RFP is issued until the tentative award and approval of any contract (the “restricted period”) all communications between Proposer and JTCHS regarding this RFP, must be conducted only with the “designated contact” listed below:

1. The Procurement Officer for Jessie Trice Community Health System, Inc

Sammy King, Chief Financial Officer
Jessie Trice Community Health System, Inc.
5607 NW 27th Avenue, Suite 1, Miami, Florida 33142
786-400-6003
SKing@JTCHS.org

2. The Designated Contact for this RFP is:

Fabian Thurston, Chief Operating Officer,
Jessie Trice Community Health System, Inc.
5607 NW 27th Avenue, Suite 1, Miami, Florida 33142
786-299-7606
FThurston@JTCHS.org

VII. ADDENDA TO RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, JTCHS will issue an addendum to the RFP and distribute it to all known prospective Proposers

VIII. COST OF PROPOSALS

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or attendance at the RFP conference or interview. All costs associated with a response to this RFP shall be borne by the Proposer.

IX. SCOPE OF SERVICES

A. SCOPE Key Components

The successful Proposer will provide a proposal to replace key components of the HVAC System inclusive of:

1. York Chiller (1)
2. Air Handlers (2)
3. Air Compressors (1)
4. Air Driers for the mechanical HVAC system (1)

B. The scope of work includes:

1. Isolating the Chiller and Air handlers
2. Removing the existing Chiller and two Air handlers and air compressor.
3. Installation of One (1) York chiller to match the existing design on the existing steel.
4. Installation of Two (1) Trane Air handlers located in the second-floor mechanical room to match the existing design.
5. Installation of new chill water valves and actuators for the new air handlers.
6. Insulation of the new valves and piping from the valves to the air handler.

7. Installation of One (1) new air compressor and air drier.
8. Connection to the existing electric, ductwork, chill water piping and condensate drains.
9. Factory startup of the chiller and performing an operational check (System Test and Balance).

C. Additional proposal requirements:

1. A minimum of One-year parts and labor warranty from the Proposer.
2. One-year parts and Five-year Compressor parts warranty from the manufacturer
3. All applicable taxes and insurance **MUST** be included in the **NOT-TO-EXCEED** amount of \$589,000.
4. **PRICE PROPOSAL:** PROPOSER shall provide Price proposals which shall include a proposed **NOT-TO-EXCEED** amount **(\$589,000)** for the scope of work as described in this RFP. Prices shall include all labor, overhead, materials, city permits, profits, taxes, travel, and insurance, etc. All cost elements that make up the total price must be itemized.
5. Labor costs with a statement to the effect acknowledging the proposal and all its contents, costs, and services fees shall remain valid for a period of not less than 120 days from the date of submittal.
6. Cost of Freight, Permitting or Engineering, Electrical Upgrades including Wiring, Circuit Breaker, and or Disconnect **MUST** be included in the **NOT-TO-EXCEED** amount of \$589,000.
7. Removal of old parts and debris **MUST** be included in the **NOT-TO-EXCEED** amount of \$589,000.
8. Cost of installing a temporary remote chiller to avoid business interruption Monday thru Friday, 8am-5pm, **MUST** be included in the **NOT-TO-EXCEED** amount of \$589,000.

9. Downtown projection so that JTCHS can proactively plan for business interruptions during the installation process. (The center provides patient care Monday thru Friday, 7am-7pm. The building is not occupied on weekends and holidays).
10. Signature of a person authorized to bind the offering firm to the terms of the proposal.
11. The proposer is expected to provide all the necessary labor, tools, equipment, materials and necessary permits and warranties for the installation of a replacement HVAC system.
12. The proposer shall create and provide all electrical and mechanical drawings required to obtain permits - **MUST** be included in the **NOT-TO-EXCEED** amount of \$589,000.
13. The proposer shall provide documentation and training to JTCHS Facilities Operations Manager on normal operations of the systems.
14. Any work not stated above.

X. KEY EVENTS/TIMELINE

The proposed engagement schedule is as follows. JTCHS reserves the right to make changes to this schedule at its discretion.

Engagement Items/Deliverables:	Dates
a. Request for Proposals Release Date*	October 23rd, 2023
b. Letter of Intent Submission*	October 31st, 2023
c. Mandatory Site walk-through visit and HVAC System assessment. *	November 1 st – 10th, 2023
d. Questions and Requests for Clarification* (5pm)	November 13 th – 17th, 2023
e. Question and Answers Distributed*	November 20 th , 2023
f. Proposal submission deadline*	December 11th, 2023
g. Proposal Evaluation*	December 12 th - 15th, 2023
h. Best and Final Offers (Only if required) *	December 18 th - 20 th , 2023
i. All PROPOSERS shall be notified of JTCHS’ Evaluation Committee’s recommendations by way of a Notice of Award or Non-Award (this will serve as	February 5 th , 2024

the final committee recommendation) within five (5) working days of said recommendation.*	
j. Projected Contract Start date*	TBD 2024
* Subject to Change at Management's Discretion.	

XI. PROPOSAL SUBMISSION INSTRUCTIONS

1. All Proposers **MUST** submit one (1) original and three (3) duplicate copies of the complete proposal, in an envelope.
2. All proposals **MUST** be submitted on 8 ½ x 11-inch paper, neatly typed on one side only. Spreadsheets and ‘cut sheets’ may be printed on 8 ½ x 14-inch papers.
3. One Proposal **MUST** also be provided in electronic format using a combination of Microsoft Word and Microsoft Excel. Thumb drive preferred (included in the envelope).
4. The original and all copies as stated above, **MUST** be submitted, and clearly labeled on the outside with:
 - a. Proposer’s name.
 - b. Owner’s name
 - c. Address
 - d. Telephone number
 - e. RFP number: (JTCHS 2023- 23-10)
 - f. RFP title
 - g. Proposal Due Date/time: December 11th, 2023 by 5pm.
 - h. Hand carried proposals **MUST** be received between the hours of 8:00 am and 5:00 pm, Monday through Friday before the deadline.
 - i. 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.
 - j. Punctual submission of the proposal to the Procurement Officer in C/O Fabian Thurston, Chief Operating Officer, on or before the stated time and date, will be solely and strictly the responsibility of the HVAC Company.

JTCHS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.

- k. 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 Company. The submittal of a proposal by the Proposer will be considered by JTCHS as constituting an offer by the company to perform the required services at the stated price.
- l. Proposals should provide a straightforward complete and concise description of the HVAC Company's capabilities to satisfy the requirements of the RFP.

Proposals Format must include the following sections:

a. **Title Page.**

The title page should show the proposed title, name of the Proposer, its address, the name and title of the contact person, the name and title of the person authorized to represent the Proposer and the date.

b. **Table of Contents**

The table of contents in the proposal should clearly identify all items of the proposal by question number and page number.

c. **Proposal Information/Company Profile.**

Proposal must contain the following:

1. Name, Address, Telephone number and Fax number.
2. Contact person.
3. The location of the office(s) from which the services to be provided under this engagement are to be managed.
4. Describe the Proposer's experience with the scope of work proposed in this RFP:
 - i. Current and specific experience including a description of the size (budget).
 - ii. Listing of all current and any former clients for the previous three years.

- iii. All experience related to replacement of key components of an HVAC System of similar scope and complexity of the system at JTCHS.
 5. Attach a copy of the company's current License to do business in Florida and Miami-Dade County.
 6. Attach a copy of the company's liability insurance with JTCHS as the Certificate Holder.
 7. Attach a copy of the company's Worker's Compensation Insurance (Florida Statutes Title XXXI Chapter 40).
 8. Attach a copy of contract with all sub-contractors
 9. Attach a copy of sub-contractor's liability and Worker's Compensation insurance.
 10. Provide documentation that the Proposer meets the requirement for a Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) in Florida.
 11. References with the names of the contact persons, addresses, and telephone numbers for at least three (3) current and (2) former clients.
- d. **Approach.** Please provide the following information on your approach for this engagement:
1. Briefly describe your understanding of the scope of services to be provided. Indicate proposed time schedule for completing the work assuming the contract will be issued on the date given in the RFP.
 2. Specific installation approach. Describe the process from start to finish that you will utilize to complete the engagement.
- e. **HVAC Installation Team.** Please provide the following information:
1. Names and titles of key management and staff, their experiences, and roles for this project.
 2. HVAC Companies policy regarding Safety (OSHA requirements). Describe the HVAC Company's quality control program to ensure that the installation will be expertly performed.

3. Familiarity with the INFECTION CONTROL RISK ASSESSMENT (ICRA): A systematic process that determines the level of risk to patients and defines controls to reduce the risk. The contract awardee will be required to complete the ICRA with the assistance of the JTCHS Infection Preventionist. (A copy of the form will provided by the JTCHS Infection Preventionist).

XII. QUESTIONS & CLARIFICATIONS

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content. All written questions and requests for clarification must be received no later than 5:00 p.m. on November 13th, 2023, as listed in the RFP Schedule.

The preference for method of submission of written questions is via email and addressed to:

Jessie Trice Community Health System, Inc.
Attn: Fabian Thurston, Chief Operating Officer
RFP #2023-23-10
5607 NW 27th Ave, Miami, Florida 33142-2826
ftthurston@jtchs.org

- a. JTCHS will not respond to questions received after the time and date listed in the RFP Schedule.
- b. All written questions and any changes, interpretations, or clarifications considered necessary by JTCHS in response to PROPOSER questions will be emailed to **ALL** proposers.
- c. Only answers issued by JTCHS will be binding. Oral and other interpretations or clarifications, including those provided at the pre-proposal walkthrough will be without legal effect.

XIII. MAILING INSTRUCTIONS

- a. Proposals must be received by 5:00 p.m. EST, on December 11th, 2023 (Submission Deadline). No proposals will be accepted after this deadline. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery to the following address:

Jessie Trice Community Health System, Inc.
Attn: Fabian Thurston, Chief Operating Officer
RFP #2023-23-10
5607 NW 27th Ave, Miami, Florida 33142-2826

- b. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected. JTCHS may request that Proposer clarify contents in their proposals. Other than providing information requested by the JTCHS, including but not limited to the best and final offers, no Proposer will be allowed to alter their proposal or add new information after the final submission date and time.

XIV. DISPOSITION OF PROPOSALS

All proposals received by the due date become the property of JTCHS and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become a public record. Any proposals received after the due date will not be accepted and will not be opened. Proposers bear the sole responsibility for retrieval of a proposal that was submitted beyond the deadline.

XV. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Pursuant to the procurement regulation, proposals may only be modified or withdrawn prior to the established due date in accordance with the RFP timetable.

XVI. NOTIFICATION OF AWARD/NON-AWARD:

1. JTCHS will award a contract, in its absolute and sole discretion, to the most responsible and responsive Proposer, whose proposal, in JTCHS's opinion, will be most advantageous in price and other factors, that includes minimizing business interruptions.
2. All PROPOSERS shall be notified of JTCHS' Evaluation Committee's recommendations by way of a **Notice of Award OR Notice of Non-award**. (This will serve as the final committee recommendation) within five (5) working days of said recommendation.

XVII. ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Chief Operating Officer (fthurston@jtchs.org) no later than the deadline for receipt of questions specified in the RFP timetable. The request must contain the RFP number and title, Proposer's name, address, telephone number and email. JTCHS will

issue responses to inquiries and any other corrections or amendments it deems necessary by way of written solicitation amendments issued by email. Proposers shall not rely on any representations, statements, or explanations other than those made in this RFP or in any response to questions regarding this RFP that have been issued by the Chief Operating Officer. Where there appears to be conflict between this RFP and any amendments, the last amendment issued shall prevail.

XVIII. LETTER OF INTENT

HVAC Companies interested in responding to the RFP must submit a Letter of Intent to Propose to the Designated Contact(s) by October 31st, 2023. Letters of Intent to Propose shall be non-binding.

Fabian Thurston, Chief Operating Officer
Jessie Trice Community Health System, Inc.
5607 NW 27th Avenue, Suite 1 Miami, Florida 33142
305-805-1700 ext. 1000
FThurston@JTCHS.org

XIX. CONFLICTS OF INTEREST

1. The successful Proposer represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, JTCHS has a financial interest in the HVAC Company.
2. The successful Proposer further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, JTCHS has a financial interest in the HVAC Company, the HVAC Company shall promptly disclose that financial interest to JTCHS in writing if a financial interest is disclosed by the HVAC Company in accordance with this Section. The Parties agree to make good faith efforts to resolve any conflict of interest, provided however, if such conflict of interest cannot be resolved, JTCHS, at its option, may declare any agreement between the HVAC Company and JTCHS null and void.
3. For purposes of this Section, the term “financial interest” shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or “in-kind” compensation; (b) any gift of more than nominal value; (c) service as an officer or director of the HVAC Company whether or not remuneration is received for such service; or (d) an ownership interest in the HVAC Company, except that a shareholder owning less than a majority of shares of a publicly

traded entity shall not be deemed to have a financial interest for the purposes of this Section.

4. The successful HVAC Company must acknowledge that it has read the JTCHS's Terms and Conditions, and that it understands and agrees to be bound by the same, with noted exceptions. The HVAC Company must provide a separate document of exceptions, if any, taken to JTCHS's Terms and Conditions. Each exception must reference a specific numbered paragraph of the Terms and Conditions. The successful HVAC Company shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to JTCHS's Standard Terms and Conditions may disqualify HVAC Company proposal.

XX. Price Proposal

JTCHS is seeking reasonableness of pricing; Competitiveness of price proposal with other offers received. The budget for this RFP has been approved at **FIVE HUNDRED AND EIGHTY-NINE THOUSAND DOLLARS (\$589,000)**. JTCHS is committed to remaining within budget parameters, and is seeking competitive bids for the project.

***NOTE: PROPOSERS** who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate "interview" score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

JTCHS reserves the right to make an award solely on a PROPOSER's' written proposal alone and is not required to conduct interviews or negotiations.

XXI. EVALUATION OF PROPOSALS

JTCHS will rank the proposals in accordance with the criteria listed below.

No.	Qualification Factor	Point Range
1	HVAC Company's Structure, Size and Diversity of Staff Assigned to the project (DBE/SBE)	0-10
2	Qualifications and experience of the Proposer, including appropriate licensing and suitable references	0-15

3	Business Interruption Down-time and Plans to Minimize interruption	0-20
4	Work and Time Frame to Complete the Entire project	0-15
5	Total Cost of Project (Note that JTCHS is operating under a budget of \$589,000 that has been approved for this project).	0-25
6	Requirements met as stated in proposal	0-15
	Total Points	100

XXII. ADMINISTRATIVE INFORMATION

RESERVATION OF RIGHTS

JTCHS reserves the rights to:

1. Reject any or all proposals received in response to the RFP.
2. Withdraw the RFP at any time, at JTCHS’s sole discretion.
3. Make an award under the RFP in whole or in part.
4. Pursue any or all of the services described herein from alternate sources.
5. Disqualify a Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.
6. Seek clarifications and revisions of proposals.
7. Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer’s compliance with the RFP requirements.
8. Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available.
9. Prior to the opening of proposals, direct Proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP.
10. Change any date set forth in this RFP.
11. Waive any informalities or any non-material requirements of the RFP.
12. Negotiate with the successful Proposer within the scope of the RFP in the best interests of JTCHS.
13. Require Proposer to submit best and final offers (“BAFOs”).
14. Negotiate with selected Proposer prior to contract award.
15. Make any payment contingent upon submission of specific deliverables.

16. Require that all offers be held open for a period of 60 days unless indicated in writing.
17. Proposals shall be evaluated on a “Best Value” basis. Best Practices Manual’s definition of “Best Value” as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or project management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to JTCHS.
18. JTCHS may, but is not bound to, commence negotiations with selected PROPOSERS deemed by JTCHS to be within the “competitive range”. The “competitive range” will consist of those proposals which have a reasonable chance, following committee evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.
19. JTCHS reserves the right to audio and video record (Zoom/Teams virtual meetings) any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the notice of intent to award is issued.
20. NOTIFICATION TO PROPOSERS: All PROPOSERS shall be notified of JTCHS’ Evaluation Committee’s recommendations by way of a Notice of Award and Non-Award (This will serve as the final committee recommendation) within five (5) working days of said recommendation.

XXIV. PROPOSERS’ RESPONSIBILITIES

It is the responsibility of each PROPOSER to:

- A. Examine this RFP, thoroughly. The PROPOSER’s failure or neglect to receive and/or examine any of the requirements contained in this RFP shall in no way relieve them of any obligation with respect to their proposal.
- B. Be familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.

- C. Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- D. Clarify, with JTCHS any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- E. Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- F. Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- G. Each PROPOSER shall use mail, email or other delivery method or mechanism at its own risk, and JTCHS shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- H. PROPOSERS must submit its proposal for the entire scope of services.

XXV. CONFIDENTIALITY OF PROPOSALS

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Proposer. The Proposer must provide specific justification as to why disclosure of particular information in the RFP would cause substantial injury to the competitive position of the Proposer. Properly identified information that has been designated confidential, trade secret, or proprietary by the Proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. If JTCHS determines that the law requires that confidential information be disclosed, JTCHS will notify the Proposer so that it may take whatever steps it deems appropriate.

XXVI. CONFIDENTIALITY

“Confidential Information” shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Proposer or JTCHS.

In performing its respective obligations under the contract, the Proposer may encounter, be given access to, and, in some instances, contribute to Confidential Information. In consideration of permitting the Proposer to have access to the Confidential Information during the term of the contract, the Proposer agrees that it will not disclose to any third party any Confidential Information of the JTCHS, except with prior written consent. The Proposer shall only make the Confidential Information available to its employees, attorneys or other hired professionals in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

XXVII. DEBARMENT

The Proposer represents that (a) it has not been convicted of a criminal offense related to doing business with a health care organization or any other entity; and (b) it is not currently listed by the State of Florida, any political subdivision of the State of Florida or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Proposer shall promptly notify JTCHS, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which JTCHS may terminate the Agreement.

XXVIII. NON-DISCRIMINATION AND MWBE POLICY

1. It is the policy of the JTCHS to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (Vendor, Sub Vendor, Suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).
2. The Proposer is encouraged to use their reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this RFP and to develop a policy to monitor such participation efficiently and effectively.

XXIX. BID PROTESTS - Right to Protest.

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the JTCHS Procurement Officer and Chief Operating Officer:

1. Protests regarding the terms or specifications of any solicitation, including any amendments issued hereunder, must be submitted prior to the date and time specified for opening of bids or receipt of proposals.
2. Protests regarding recommendation for an award of a contract, notice of unacceptable proposal, or any other action by JTCHS or its staff must be submitted in writing within five (5) business days from:
 - a. The posting of a notice of award by JTCHS; or
 - b. If there is no posting, the receipt of a notice from JTCHS; or
 - c. If there is no posting or receipt of notice, the date of the event gives rise to the protest.
3. Failure to file the protest within the time allowed constitutes a waiver of all rights to protest the matter involved.
4. The written protest shall include:
 - a. The name and address of the Proposer
 - b. Appropriate identification of the procurement or contract.
 - c. A statement of the reasons for the protest; and
 - d. Supporting exhibits, evidence, or documents to substantiate any claims.
5. A protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
6. **Final Decision:** JTCHS shall promptly decide whether the solicitation or award was in accordance with applicable laws, policies, regulations, and the terms and conditions of the solicitation.
7. **Appeal:** Any Proposer aggrieved by the decision of JTCHS may appeal in writing within ten (10) calendar days from receipt of the decision. Such appeal must state in reasonable detail all bases for the appeal. Failure to appeal the decision within this time period constitutes a waiver of all rights to appeal the decision of JTCHS.
8. **Entitlement of Costs.**

When a protest is sustained and the protesting Proposer should have been awarded the contract under the solicitation, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, consisting solely of bid preparation costs – excluding any other compensation, costs, or attorney’s fees.

9. **Exclusion or Elimination of Bidder.**

Any Proposer questioning exclusion or elimination (or a notice of unacceptable proposal) must first request a debriefing from the procurement officer within five (5) business days after receipt of notice. The Proposer will then have five (5) business days from the date of the debriefing to file a protest.

APPENDIX A

REQUIRED FORMS

2023-RFP-04 HVAC System Component Replacement

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions or contracts (Federal, state or local) terminated for default. If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of PROPOSER) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF UNITED STATES CODE FINANCIAL MANAGEMENT CHAPTER 38 - ADMINISTRATIVE REMEDIES FOR FALSE CLAIMS AND STATEMENTS ARE APPLICABLE THERETO.

Signature of Authorized Official

Title

APPENDIX B

REQUIRED FORMS

2023-RFP-04 HVAC System Component Replacement

LISTING OF SUBCONTRACTORS

The PROPOSER declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering into a contract with JTCHS, with the following subcontractors:

	Name/Address of Subcontractor	DBE? (Yes/No)	Amount of subcontract	Description of Work
1				
2				
3				
4				

NOTE: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE

DATE

TITLE

COMPANY NAME