



REQUEST FOR PROPOSALS

RFP #: JTCHS 2024-23-10

**HVAC CHILLER SYSTEM ENERGY COST REDUCTION RETROFIT PROJECT FOR
JESSIE TRICE COMMUNITY HEALTH SYSTEM, INC.**

RFP ISSUE DATE: October 23rd, 2024

PROPOSAL DUE DATE: November 18th, 2024

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I - INTRODUCTION AND BACKGROUND

I.1 – 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 been serving 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.

JTCHS owns and operates sixteen (16) facilities, including eight (8) Comprehensive Primary Care centers, forty (40) school-based/university centers, and other medical facilities.

II - PURPOSE OF THE REQUEST FOR PROPOSAL

JTCHS is issuing this Request for Proposals (RFP) to identify, select and engage an independent contractor to design and deliver specific retrofit work at the Dr. Fatima Zafar Center to improve the HVAC system performance and lower energy expenses.

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.

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.

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.

II.1 - RFP QUESTIONS AND CLARIFICATIONS

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **November 1st, 2024, at 4PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by the Respondents and all JTCHS responses will be distributed to all prospective companies that submit a proposal.

II.2 - DESIGNATED CONTACT

JTCHS will require all Respondents 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 Respondents and JTCHS regarding this RFP, must be conducted only with the “designated contact” listed below.

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
305-805-1700 ext. 1000
FThurston@JTCHS.org

II.3 - 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 Respondents.

II.4 - COST OF PROPOSALS

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

III - SCOPE OF SERVICES

III.1 - SCOPE

Technical Overview & Project Objectives

This Request for Proposal is for the design and delivery of specific retrofit work at the Dr. Fatima Zafar Center which is intended to deliver improved HVAC system performance and lower energy expenses. RFP respondents are asked to follow the requirements and scopes of work included in this document while developing a plan of work and creating a proposal that they believe is the best for the needs of JTCHS.

The retrofit work required will focus on the following tasks.

1. The selection and installation of a new air-cooled, packaged chiller to replace the existing machine.
2. The refurbishment of five chilled water air handling systems.
3. The installation of new electric and electronic controls for seven air handling systems, one air cooled chiller and two pumps.
4. The retirement of the existing pneumatic HVAC control system.
5. Restoration of structural steel supports under the chiller

The RFP respondents will engage designers and subcontractors as needed to deliver the complete scope of work. The contractors seeking this work will be obligated to review existing (original) building drawings, plus AHU replacement drawings from 2003, and complete site visits to deliver a project proposal. Field verification of all existing conditions is required. Each RFP respondent is responsible for understanding and relating existing conditions to the scope of work.

General Project Requirements

The contractor will comply with the following requirements and ensure that meeting or exceeding each of them is included in its proposal to JTCHS.

1. Work within the building that will require systems to be taken out of service must be completed after normal business hours.
2. Professional design services by a Florida Registered PE will be required to provide the following.
 - a. Cooling Load Calculations based current space use including specific medical space demands.
 - b. New CHW cooling coils selections based on current codes and space cooling loads.
 - c. Chiller selection review and approvals.
 - d. New CHW pumps
 - e. Permit drawings for the chiller replacement.
3. A permit must be pulled for the replacement of the chiller. Other work will be considered restorative maintenance.
4. The contractor will perform various measurements and tabulations to record air flows and duct pressures both pre and post AHU refurbishment work is completed. The measurements will include the following.
 - a. Air Flow Tabulations
 - I. Measure and record CFM's from each diffuser prior to work being performed.
 - II. Repeat air flow measurements after completion of AHU work.
 - III. Provide Air flow tabulations to the Owner

- b. AHU Air Delivery Tabulation
 - I. Measure and record total static pressure rise across each AHU prior to work.
 - II. Repeat static pressure rise measurement after completion of AHU work.
 - III. Provide air flow tabulations to the Owner.
5. NOTE: Air flow tabulations are not intended to provide air balance work in the building as no work will be performed on the air distribution system.
6. CHW Flow measurements will be conducted for CHW flow from main supply header both before and after the chiller replacement work. The contractor will carefully remove existing insulation as needed to attach a clamp-on flow meter. After the flow measurement is complete, the insulation sections will be replaced. A permanent repair of the insulation is in the chiller replacement scope of work below.
7. The contractor will provide a written start-up, turnover and Owner training plan and checklist as part of the proposal submission.
8. The contractor will present aspects of its safety policies and the specific procedures and practice to be used during the project.
9. The contractor will arrange for the proper and legal disposal of equipment and materials removed from the building. This includes recovering refrigerant and oil from the chiller and following all applicable laws and regulations for handling and disposal of both.
10. Changes to the required scope of work are likely to be made by JTCHS prior to the delivery of the contractor proposal. Contractors will be expected to be able to respond to changes made and adjust proposals as requested.
11. There are several core assumptions used by JTCHS in this RFP, including the following.
 - a. Existing CHW piping is acceptable for reuse.
 - b. Existing electrical circuits and wires are acceptable for reuse.
 - c. Existing ductwork and air distribution components are suitable for continued use.

In the event that discoveries made during site visits show that these assumptions are not satisfactory, JTCHS reserves the right to delay the RFP deadlines.

Air Handling System Work

The table below summarizes the work to be done to existing air handling systems (AHU's). A scope of work summary is shown below the table.

	Location	Refurbish AHU's (Part A)	New AHU Controls (Part B)	Other Scope (Part C)
AHU 3	1 st Floor, Area B	X	X	Install OAD on Intake duct from the roof
AHU 4	2 nd Floor, North Equipment Room	X	X	Install OAD on Intake duct from the roof
AHU 5	2 nd Floor, North Equipment Room	X	X	Install OAD on Intake duct from the roof
AHU 6	2 nd Floor, South Equipment Room	X	X	Install OAD on Intake duct from the roof
AHU 7	1 st Floor, Area F		X	Install OAD on Intake duct from the roof
AHU 8	2 nd Floor, South Equipment Room	X	X	Remove MZ damper actuators. Install OAD on Intake duct from the roof
AHU 9	1 st Floor, Area A		X	Install new OAD

PART A: REFURBISH AIR HANDLERS

AHU's to be rebuilt will require the following.

1. Lock out motor circuit.
2. Remove fan motor starter and replace with local disconnect switch.
3. Disconnect CHW supply pipe including the existing control valve and balance device.
4. Install new CHW isolation valves.
5. Remove side panels to gain access AHU cabinet interior
6. Remove the existing cooling coil and condensate pan
7. Remove existing fan motor, base rails, fan section including shaft and bearings.
8. Remove existing cabinet insulation
9. Place water barrier around work area
10. Clean cabinet interior and exterior.
11. Repair cabinet holes with new sheet metal patches. Caulk/seal all edges.
12. Install new sheet metal cabinet floor. Caulk/seal all edges
13. Install new foil faced R-6 rigid insulation board. Caulk/seal all edges.
14. Set new condensate drain pan, #304 SS with drain outlet connection.
15. Set new cooling coil sized and constructed per the design engineer's specifications.
16. Install new variable speed, plenum fan assembly to match CFM and static pressure in the existing AHU schedule.
 - a. For vertical installations, follow OEM instructions.
 - b. For horizontal installations, install new angle channel bracing on the two longest sides of the cabinet to support the fan.
17. Install new sheet metal partitions as needed for the new fan.
18. Install new CHW pipe connections including new control valve matched to the coil flow conditions.
19. Attach side panels with new screws and other necessary hardware.
20. Replace condensate pipe connections
21. Install new prefabricated condensate trap, 3" deep, see through with service caps.
22. Replace CHW pipe insulation.

PART B: NEW AHU CONTROLS

All AHU's will operate as constant volume, single zone systems to continue current practice.

Items required for each system include the following.

1. New PIC CHW Control Valve (Belimo, Siemens, Bray, B&G or Danfoss, 24V, Modulating)
 - a) Maximum flow to match coil selection
 - b) Feedback to show position on BMS display
 - c) Existing flow balance valve to be removed
 - d) All CHW pipe insulation removed or damaged by this work to be restored with glass foam and jacket.
2. New discharge static pressure transmitter mounted in the supply air duct downstream of the fan, but before any transitions or fittings. For AHU #8, install this transmitter on the largest zone duct.
3. One new supply air temperature sensor, flange mounted in supply air duct.
4. One new space general temperature sensor for override, cool down and warm up cycles.
 - a) Wall mount
 - b) Zone sensor locations TBD by Owner
 - c) Plenum rated cable to be used above ceiling tiles.
5. Return air temperature, %RH and CO₂ combination sensors, flange mounted for each return air duct.

6. Duct heater relays will be installed to start and stop 1st stage heating for each electric reheat coil.
7. One new outside air temperature sensor
8. All new sensor and control device cabling to be exposed.
9. Wiring to be attached to ducts, pipes, struts or other supports at 36" internals using Kable Kontrol or equal adhesive mounts and cable ties. Cable tie ends to be trimmed.
10. Control wiring diagrams to be prepared for each AHU.

The new BAS will include standard graphics for each AHU. At least one sample AHU system graphic will be presented in the contractors proposal. Graphics will depict AHU systems and all control devices installed by this work and must include the following.

1. AHU Zone Temperatures
2. Return air temperature, %RH and CO₂ level.
3. Discharge air temperature and static pressure
4. Fan speed
5. Outside air damper position
6. CHW valve position
7. Outside air temperature
8. General space temperature

New control sequences to be programmed and used by the BAS will be developed by the contractor and submitted for approval. Sequences must include the following.

1. High Humidity System Start – Weekends & Holidays
2. Demand Based Ventilation Control
3. Chilled Water System Start/Stop
4. AHU Temperature Control
5. Start-up space cool down and warm up cycles.

PART C: OTHER AHU SCOPE

New OAD dampers and actuators are needed for each air handling system. For AHU's 3,4,5,6,7 & 8, new OA dampers must be installed in existing mechanical rooms below intake goosenecks on the roof.

1. New dampers, galvanized equal to Ruskin CD 355.
 - a) Normally closed
 - b) Belimo actuator, factory mounted, 24 V, Modulating
2. OA intakes are shared for the following AHU's.
 - a) AHU's 4 & 5
 - b) AHU's 6 & 8
3. New angle channel will be used as a mounting frame for the new dampers. Mounting frame edges to be sealed/caulked to minimize air leakage.

One set of new, pleated, MERV 8 air filters will be installed in each refurbished AHU.

Chiller & CHW Pump Replacement

The existing air-cooled chiller and the associated chilled water pumps will be replaced entirely with a new machine. The following are required.

1. The manufacturer of the machine selected must have a local factory authorized representative and trained services staff.
2. The machine start-up must be completed by a resident South Florida technician working from a local office in Miami Dade, Broward or Palm Beach County.
3. The contractor must directly employ technicians capable of performing in warranty services and emergency repairs.

4. The contractors proposal must include all OEM recommended and required in warranty services for one year following the date of beneficial use of the machine.
5. The new chiller selected will be a traditional brand (Carrier, Trane, York) used in similar settings. The chiller capacity will be determined by the contractors engineer. The engineer will ensure compatibility with existing electrical service, chilled water pipe connections, physical clearances and all applicable codes.
6. Chiller condenser coils will be treated with Blygold coating applied by the local Blygold office.
7. The new chiller will be equipped with the following components and features.
 - a. BACnet card
 - b. Condenser fan variable speed control
 - c. Single point of electrical connection
 - d. Elastomeric isolation pads
 - e. Service isolation valves
 - f. Five-year compressor and refrigerant warranty
8. The new chiller will meet all efficiency standards in ASHRAE 90.1 and the 2023 FBC.
9. The evaporator will be either factory or field covered in 1 ½” rubber foam with an Alumaguard All Weather jacket. All edges to be sealed or caulked.
10. All CHW pipe exposed to the weather will be insulated with foam glass to meet code and covered in AlumaGuard All Weather.
11. New CHW pumps will be selected to replace existing pumps. The contractors engineer will select new pumps compatible with existing electrical service. New pumps will be vertical, and equipped with a combination strainer/suction diffuser.
12. A new CHW expansion tank with tank hydronic fittings will replace the existing tank.

Controls, Instrumentation & Automation

A new BAS will be provided and set-up to operate the facility to match the operating schedule of the business. The BAS will use the BACnet as its communication protocol. The BAS

1. All controllers must be BACnet SC. Network controllers must be capable of simultaneously communicating both BACnet and Modbus.
2. The BAS contractor will provide the following options for system operator access.
 - a. Remote Cloud based options using a secured web browser
 - b. Onsite, server and workstation capabilities.
3. Installing contractor will provide all BAS services during the warranty period.
4. Installing contractor will operate not less than five BAS service vehicles in Miami Dade, Broward and Palm Beach counties and be able to respond to system problems within four hours.
5. The BAS contractor will directly employ not less than three system engineers capable of system design, programming, graphics productions, design documentation and commissioning.
6. The BAS contractor will provide secured remote access for itself and JTCHS.
7. The contractor must be capable of providing 24 X 7 system remote monitoring.
8. The BAS contractor must be capable of providing FDD capabilities for all equipment if requested.
9. In addition to the controls and BAS requirements stated in other sections of this RFP, the following
 - a) No permanent pressure gauges or thermometers will be used in CHW pipes. P/T ports will be installed inside the building before and after the new chilled water

pumps and in the supply and return pipe connections for each new AHU coil. A P/T instrument kit will be used for system testing and then transmitted to JTCHS.

- b) A chilled water system graphic will be created to show the following
 - I. CHW pump status
 - II. CHW supply & return temperatures via the chiller BACnet card.
 - III. Chiller operating status
 - IV. Chiller % FLA
 - V. Chiller Alarms

EXCLUSIONS

No work required in this RFP will be associated with the following systems, equipment or components of the existing HVAC system.

1. Main Air Duct Work
2. Room Air Distribution Work
3. Lighting or Lighting Controls
4. Toilet Exhaust Fans
5. Chilled Water Pumps
6. Fire Dampers
7. Smoke Detectors
8. Isolation Valves unless noted otherwise
9. Electric duct heaters
10. Radiant heat panels
11. Heating system local thermostats
12. Strainer baskets
13. Spring Isolators
14. Air filter racks

III.2 ENGAGEMENT TIMELINE

Refer to section **IV.5 – RFP AND AWARDING OF CONTRACT - KEY EVENTS/TIMELINE**

IV - PROPOSAL SUBMISSION

IV.1 - SUBMISSION

- A. All Respondents **MUST** submit **one (1) original and three (3) duplicate copies** of the complete proposal, in an envelope.
- B. 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.
- C. 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).
- D. The original and all copies as stated above, **MUST** be submitted and clearly labeled on the outside with:

The Respondent's Company name.

- 1. Address**
 - 2. Telephone number**
 - 3. RFP number: (JTCHS 2024-23-10)**
 - 4. RFP title**
 - 5. Proposal Due Date/time: November 18th, 2024, by 5pm.**
- E. Hand-carried proposals **MUST** be received between the hours of **8:00 am and 3:00 pm**, Monday through Friday before the deadline.
- F. Respondents 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 a service. Proposal response submission to the Procurement Management Department on or before the stated time and date will be solely and strictly the Respondent. JTCHS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.
- G. Proposals **MUST** be signed by an authorized officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the Respondent. The submittal of a proposal by a Respondent will be considered by JTCHS as constituting an offer by the Respondent to perform the required services at the stated prices.
- H. Proposals should provide a straightforward complete and concise description of the Respondents capabilities to satisfy the requirements of the RFP.

IV.2 – MAILING INSTRUCTIONS

Proposals **MUST** be received by **5:00 p.m. EST, on November 18th, 2024 (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
Auditor RFP #2024-11-10
5607 NW 27th Ave, Miami, Florida 33142

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

IV.3 - 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. Respondents bear sole responsibility for retrieval of a proposal that was submitted beyond the deadline.

IV.4 - 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.

IV.5 – RFP AND AWARDING OF CONTRACT - KEY EVENTS/TIMELINE

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

Request for Proposals to be Issued – 5:00 P.M. EST	Wednesday, October 23 rd , 2024
Letter of Intent Submittal & Questions and Requests for Clarification - 5:00 P.M. EST	Friday, November 1 st , 2024
Initial site visit – 1:00 P.M. EST	Wednesday, November 6 th , 2024
Questions and Answers to be Distributed – 5:00 P.M. EST	Friday, November 8 th , 2024
Follow-up site visit – 1:00 P.M. EST	Monday, November 11 th , 2024
Proposal Submission Deadline – 5:00 P.M. EST	Monday, November 18 th , 2024
RFP Selection	Thursday, November 21 st , 2024
Projected Award Date	Monday, November 25 th , 2024
Projected Contract Start Date	Monday, December 16 th , 2024

V - PROPOSAL FORMAT

V.1 - FORMAT

Proposals must include the following sections:

1. **Title Page.**

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

2. **Table of Contents.**

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

3. **Proposal Information.**

Proposal must contain, at a minimum, the following:

a) **Company Profile.**

Please provide a profile of the company including:

- i. Name, Address, Telephone number and Fax number.
- ii. Contact person.
- iii. The location of the office(s) from which the services to be provided under this engagement are to be managed.
- iv. A brief history of the company and its delivery of specific retrofit experience for HVAC chiller systems.
- v. Attach a copy of the company's current License to operate in Miami-Dade County and the State of Florida.
- vi. Attach a copy of the company's 2024 IRS W9 form.

- vii. The length of time the company has been in business providing the services requested in this RFP.
- viii. A list of all accounts lost within the past three (3) years.

b) **Experience.**

Please provide details of your company's experience including:

- i. Current and specific experience working with Healthcare projects including a description of the size (budget) and nature of the projects. **Current means within the last 2 years.**
- ii. Listing of all current clients and any former clients for the previous three years.
- iii. Any other projects of similar scope and complexity as JTCHS.
- iv. **References** with the names of the contact persons, addresses, and telephone numbers for at **least five (5)** similar projects with **two (2) of the projects** listed in your answer above as **Healthcare projects**.
- v. If the Respondent has ever been sanctioned, fined, or disciplined by any Federal, State or Local Agency, provide a detailed explanation of such incident.
- vi. Information related to any open issues, lawsuits, bankruptcy filing or concerns that the Respondent is currently experiencing. If the matters are deemed confidential, please provide as much detail as possible.

c) **Approach.** Please provide the following information on your approach for this project:

- i. Project plan. 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.
- ii. Specific project approach. Describe the process from start to finish that you will utilize to complete the project.

d) **Project Team.** Please provide the following information on the Team and Team Structure:

- i. Names, titles and brief bios/resumes of key management and staff, their experiences, and roles for this engagement.
- ii. Change in personnel policies. Describe the Respondent's policy on notification of changes in key personnel.
- iii. Quality Control. Describe the Respondent's quality control program to ensure that the project services will be adequately performed.

V.2 - METHOD OF AWARD

JTCHS will award a contract, **in its absolute and sole discretion**, to the most responsible and responsive Respondent whose proposal, in JTCHS's opinion, will be most advantageous in price and other factors. JTCHS reserves the right to aid it in determining which proposal is responsible as well as to require the Respondent to submit such evidence of qualifications as JTCHS deems necessary.

V.3 - 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, company'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. Companies 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.

V.4 - LETTER OF INTENT

Respondents interested in responding to the RFP must submit a Letter of Intent to Propose to the Designated Contact(s) by **November 1st 2024**. 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

V.5 - CONFLICTS OF INTEREST

The successful Respondent 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 Respondent.

The successful Respondent 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 Respondent, the Respondent shall promptly disclose that financial interest to JTCHS in writing if a financial interest is disclosed by the Respondent 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 Respondent and JTCHS null and void.

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 Respondent whether or not remuneration is received for such service; or (d) an ownership interest in the Respondent, 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.

VI – CONTRACT OVERVIEW

VI.2 - CONTRACTING PARTY

JTCHS will be the only contracting entity for this RFP.

VI.3 - CONTRACT PROVISIONS

The contract will incorporate provisions of this RFP and portions of the successful proposal to which JTCHS agrees. The contract will be on JTCHS's standard contract form, which will include JTCHS's Terms and Conditions, and any applicable riders or other information deemed appropriate by JTCHS. **The final executed contract** shall supersede all proposals, whether written or oral, and all negotiations, conversations, and discussions prior to execution of the contract. The final contract executed pursuant to this RFP shall be subject to JTCHS's purchasing policies and procedures and the review and approval of JTCHS Board of Directors and Legal Affairs.

VI.4 - ACCEPTANCE OF TERMS AND CONDITIONS

The successful Respondent must acknowledge that it has read JTCHS's Terms and Conditions, and that it understands and agrees to be bound by the same, with noted exceptions. The Respondent 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 Respondent 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 a Respondent's proposal.

VII - FEE PROPOSAL REQUIREMENTS

Guaranteed Maximum Price (GMP) Fee Proposal All GMP proposals must be submitted as part of the respondent's overall proposal package. Proposals should provide a clear, concise, and comprehensive description of the respondents' ability to meet the requirements of the GMP and the scope outlined in the RFP

Respondents are required to submit a Guaranteed Maximum Price (GMP) fee proposal based on the detailed scope of services provided in this Request for Proposal (RFP). The GMP is intended to provide the Jessie Trice Community Health System, Inc. (JTCHS) with the confidence that the project will be completed within the agreed-upon budget, while accommodating some flexibility for minor changes or unforeseen conditions. The GMP shall include all costs for the design, construction, materials, labor, and related services necessary to complete the project.

Requirements for GMP Fee Proposal Submission:

1. Breakdown of Costs:

- Respondents must provide a detailed line-item breakdown of all major cost components, including but not limited to:
 - Preconstruction services (e.g., design review, site surveys, permitting).
 - Equipment procurement and installation (e.g., HVAC chiller, air handling units, pumps).
 - Labor and materials for each component of the retrofit (e.g., refurbishment of AHUs, control system installations).

- Structural support modifications and system testing.
- Building Automation System (BAS) installation and integration.
- Project management, supervision, and overhead.

See sample breakdown for reference:

Preconstruction Services

- Design Review & Coordination: **[\$Amount]**
- Site Surveys, Permitting, and Documentation: **[\$Amount]**

Chiller System

- Procurement and Installation of New Air-Cooled Chiller: **[\$Amount]**
- Structural Modifications and Support Restoration: **[\$Amount]**
- Blygold Coating Application: **[\$Amount]**

Air Handling Unit (AHU) Refurbishment

- Refurbishment of Five AHUs (detailed scope per RFP): **[\$Amount]**
- New AHU Controls Installation: **[\$Amount]**

Pumps and Chilled Water Piping

- Replacement of Chilled Water Pumps: **[\$Amount]**
- Insulation and Piping Restoration: **[\$Amount]**

Building Automation System (BAS)

- Installation of New BAS Controls and Graphics: **[\$Amount]**
- BACnet Integration and Commissioning: **[\$Amount]**

Labor, Materials, and Equipment

- Labor Costs: **[\$Amount]**
- Materials & Equipment: **[\$Amount]**

Contingency Fund

- Contingency Allowance for Unforeseen Conditions: **[\$Amount]** (typically 5–10% of the total project cost)

General Conditions

- Site Supervision, Security, and Temporary Utilities: **[\$Amount]**

2. Contingency Allowance:

- Respondents must include a contingency fund within the GMP to cover unforeseen site conditions, minor changes in scope, and unexpected cost increases. This contingency will only be used with the prior written approval of JTCHS and any unused contingency will revert to JTCHS at project completion.

3. GMP Assumptions and Exclusions:

- Respondents are required to list all assumptions used in calculating the GMP.
- Respondents must also include a clear list of exclusions that are not covered within the GMP.

4. Contractor Fee and Overhead:

- The GMP must clearly state the contractor’s fee for overhead, profit, and general conditions, along with any allowances for job site management, temporary facilities, and other indirect costs.

5. Inclusions:

- The GMP shall cover all costs associated with delivering the full scope of work as outlined in Section III – Scope of Services, including:
 - Design, procurement, and installation of the HVAC chiller system, air handling unit (AHU) refurbishments, and new control systems.
 - All permits, licenses, insurance, warranties, and testing required for project completion.

6. **Change Order Process:**
 - Proposals must clearly define the process for handling any changes in scope. The GMP must indicate how additional work or changes beyond the agreed-upon scope will be handled, and how such changes will impact the project cost and timeline.
7. **GMP Payment Schedule:**
 - The GMP proposal must include a payment schedule tied to project milestones or percentage of completion. This schedule will serve as the basis for invoicing throughout the project.
8. **Subcontractor Bids:**
 - Respondents should disclose the approach used for soliciting subcontractor bids and include at least three competitive bids for major trade work where applicable.
9. **Savings Clause:**
 - Any cost savings achieved during the project execution that reduce the total project cost below the GMP shall revert to JTCHS.

VIII – EVALUATION/SELECTION PROCESS

VIII.1 – EVALUATION

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 JTCHS.

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. A Respondent may receive all or a portion of this amount depending on the merit of the proposal absolutely and in relation to the competing proposals as determined by the Selection Committee.

The following criteria will be evaluated when ranking the proposals: The Committee will interview a maximum of three firms based on the criteria below:

<u>No.</u>	<u>Qualification Factor</u>	<u>Point Range</u>
1	Company, Size and Diversity of Staff Assigned	0-10
2	Qualifications and Experience with Healthcare HVAC Chiller Retrofit projects	0-30
3	Understanding of Work and Time Frame to Complete the Audit.	0-15
4	Price	0-30
5	Requirements met as stated in proposal	0-15
	Total Points	100

VIII.2 - COMPETITIVE RANGE

- A. **Establishing Competitive Range** - When the Selection Committee determines, in accordance with the solicitation, that negotiations are to be conducted with more than one company, the Selection Committee shall establish a competitive range. Based on the ratings of each proposal against the applicable evaluation criteria, the competitive range

shall be comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to Subsection (b) below.

- B. **Limiting Competitive Range** - After evaluating all eligible proposals, the Selection Committee may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The Selection Committee shall have the discretion to limit the number of proposals in the competitive range to such a number as to permit efficient competition among the most highly rated proposals.
- C. **Notification** - If the Selection Committee decides that a company's proposal should be excluded or eliminated from the competitive range, the proposal shall be excluded or eliminated from consideration for award. The Procurement Officer shall record in writing the basis for excluding or eliminating companies from the competitive range and shall promptly notify any unsuccessful company in writing of the decision.
- D. **Debriefing** - Companies excluded or otherwise eliminated from the competitive range may request debriefing from the Procurement Officer. Any company questioning exclusion or elimination from the competitive range must first request a debriefing in accordance with this Subsection within **five (5) business days** after receipt of notice from JTCHS. The company shall then have **five (5) business days** from the date of the debriefing to file a protest in accordance with Section **XI.5**, Bid Protests.

IX - NEGOTIATIONS AND REVISIONS TO PROPOSALS

IX.1 - NEGOTIATIONS

- A. **Authorization** - The Selection Committee may conduct negotiations with:
 - i. A company determined to be in the competitive range.
 - ii. The highest ranked company when the Selection Committee established competitive range and has completed its final evaluation of proposals.
 - iii. The highest ranked company when the Selection Committee determines not to establish a competitive range; or
 - iv. A sole company when only one proposal is received.
- B. **Purposes of Negotiations** - Negotiations are held to:
 - i. Promote understanding of JTCHS's requirements and the company's proposals; and
 - ii. Facilitate arrival at a contract that will be most advantageous to JTCHS taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
- C. **Conduct of Negotiations** - The Selection Committee should establish procedures and schedules for conducting negotiations in accordance with this Section. There may be successive rounds of negotiations with the Proposers in the competitive range followed by the opportunity for the Respondents to revise their proposals for further evaluation by the Selection Committee. Perceived weaknesses and deficiencies in each proposal in the competitive range may be identified by the Selection Committee and conveyed separately to each Respondent. After each successive round of evaluations, the Selection Committee may reduce the number of Respondents remaining in the competitive range. 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 Respondent remaining in the competitive range. Any substantial oral clarification of a proposal shall be reduced to writing by the Respondent. The Procurement Officer shall keep a record of the date, place, and purpose of meetings and those attending.

- i. **Authorized Representatives** - Any representative of the Respondent participating in oral presentations or negotiations for the Respondent shall be listed and submitted with the proposal.
 - ii. **Meetings** - All negotiations shall be conducted in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.
- D. **Best and Final Offers** - When in the best interest of JTCHS, the Selection Committee may request, through the Procurement Officer, the submission of best and final offers from all Respondents remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. The Respondents 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; provided, however, the Selection Committee, through the Procurement Officer, may make a written determination that it is in JTCHS's best interest to conduct additional negotiations with more than one Respondent or change JTCHS's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.
- E. **Completion of Negotiations** - When the Selection Committee has established a competitive range, and when the Selection Committee has completed its final evaluation of proposals, with or without best and final offers, the Selection Committee may, if necessary, instruct JTCHS's negotiators established under Subsection (a) of this Section to continue, and attempt to complete, negotiations with the highest ranked Respondent. The work product of JTCHS's negotiators shall be presented to the Selection Committee for review and approval. The Selection Committee may approve the completed negotiations and submit its recommendation to the Procurement Officer. In the alternative, the Selection Committee may instruct JTCHS's negotiators to continue negotiations with the highest ranked Respondent, or it may instruct the Selection Committee to move to the second highest ranked Respondent to continue, and attempt to complete, negotiations with that Respondent.

X - AWARD

A contract award shall be offered to the Respondent whose proposal is determined to be the most advantageous to JTCHS taking into consideration the evaluation factors set forth in the Section VIII.1 above. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Procurement Officer. The Procurement Officer may:

- A. Approve the recommendation of the Selection Committee and proceed with the award of the contract in accordance with JTCHS's Procurement Policy.

- 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 with JTCHS's Procurement Policy; or
- D. Reject all proposals in accordance with JTCHS's Procurement Policy.

X.1 - RESERVATION OF RIGHTS

JTCHS reserves the rights to:

- **Reject** any or all proposals received in response to the RFP.
- **Withdraw** the RFP at any time, at JTCHS's sole discretion.
- **Make** an award under the RFP in whole or in part.
- **Pursue** any or all the services described herein from alternate sources.
- **Disqualify** a Respondent whose conduct and/or proposal fails to conform to the requirements of the RFP.
- **Seek** clarifications and revisions of proposals.
- **Require** correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Respondent's proposal and/or to determine a Respondents compliance with the RFP requirements.
- 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.
- Prior to the opening of proposals, **direct** Respondents to submit proposal modifications addressing subsequent amendments or addenda to the RFP.
- **Change** any date set forth in this RFP.
- **Waive** any informalities or any non-material requirements of the RFP.
- **Negotiate** with the successful Respondent within the scope of the RFP in the best interests of JTCHS. (See above)
- **Require** Respondents to submit best and final offers ("BAFOs").
- **Negotiate** with selected Respondents prior to contract award.
- **Make** any payment contingent upon submission of specific deliverables.
- **Require** that all offers be held open for a period of **60 days** unless indicated in writing.

XI – ADMINISTRATIVE INFORMATION

XI.1 - CONFIDENTIALITY OF PROPOSALS

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Respondent. The Respondent must provide specific justification as to why disclosure of information in the RFP would cause substantial injury to the competitive position of the Respondent. Properly identified information that has been designated confidential, trade secret, or proprietary by the Respondent 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 Respondents so that it may take whatever steps it deems appropriate.

XI.2 - 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 Respondent may encounter, be given access to, and, in some instances, contribute to Confidential Information. In consideration of permitting the Respondent to have access to Confidential Information during the term of the contract, the Respondent agrees that it will not disclose to any third party any Confidential Information of JTCHS, except with prior written consent. The Respondent shall only make 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.

XI.3 - DEBARMENT

The Respondent represents that (a) it has not been **convicted of a criminal offense** related to health care; 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 Respondent 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.

XI.4 - NON-DISCRIMINATION AND MWBE POLICY

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)**. The Respondents are 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.

XI.5 - BID PROTESTS

A. Right to Protest.

Any actual or prospective Respondent 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 Respondent.
 - 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.

B. **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.

C. **Appeal.**

Any Respondent aggrieved by the decision of JTCHS may **appeal** in writing within **ten (10) calendar days** from receipt of the decision. Such an appeal must state in reasonable detail all bases for the appeal. Failure to appeal the decision within this time constitutes a waiver of all rights to appeal the decision of JTCHS.

D. **Entitlement of Costs.**

When a protest is sustained and the protesting Respondent should have been awarded the contract under the solicitation, then the protesting Respondent 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.

E. **Exclusion or Elimination of Bidder.**

Any Respondent 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 Respondent will then have five (5) business days from the date of the debriefing to file a protest.

APPENDIX

Contractor Evaluation Criteria - Notes

Qualifications

1. Turnkey/Design-Build Project Approach – **Single Contract for all Services**
 - a. Fed software standards to be followed
2. Federally Funded Project Experience
3. Project Organization
4. Scope Adherence
5. Expedited Project Delivery
6. Bonding
7. Insurance
8. Prevailing Wages for Labor
9. Local (South Florida) Material Sourcing
10. Local MBE Subcontractors
11. JTCHS Preferred Vendors & Contractors
12. Safety Program
13. Local BAS Service – More than 5 Trucks
14. Local, Commercial, HVAC Service -More than 5 Trucks
15. BAS – BACnet Secure for all Controllers
16. BAS – Multiple Protocol Support
17. BAS – Cloud Application Option
18. Regulated Waste & Refrigerant Handling, Disposal, Recycling

RFP Document

1. GMax project (no C/O)
2. Walk thru is mandatory
 - a. Local office
 - b. Warranty team local

Added Value Options Available – Not Specific

1. Voluntary Scope Options
 2. Voluntary Design Alternates
 3. Life Cycle Cost Evaluation
 4. **Federal Incentives from IRS Rule 179D and the Inflation Reduction Act**
 5. FPL Incentives
 6. Material Acquisition Options
 7. CARES Act Funding Applications
- RFP to move quickly
 - MC with MEP as part of the project (Design Build)
 - Permit drawings
 - Chiller sizing concerns as per new building load calcs
 - Possible 80 tons limit
 - **MC is on the hook load calculations**
 - Less lighting load
 - Lower user traffic
 - Existing scope validated by original MEP
 - Pneumatic controls drive design
 - AHUs – refurb via a single entry

