



***REQUEST FOR PROPOSAL***  
***FOR***

***MRI Modular Building Foundation and Vestibule  
Construction at Lakeside Medical Center***

***RFP 22-MRILMC/LN***

***January 28, 2022***

***HEALTH CARE DISTRICT OF PALM BEACH COUNTY  
1515 N. FLAGLER DRIVE, SUITE 101  
PALM SPRINGS, FL 33401***

**PART 1  
GENERAL INFORMATION**

**1-1 Purpose of Request for Proposal**

The Health Care District of Palm Beach County, Florida (hereinafter the District), is requesting proposals from qualified vendors to build the Foundation and Vestibule for a modular building to house a GE MRI Device.

The District is a political subdivision of the State of Florida which was established as an independent taxing district by special law approved by Palm Beach County voters (Palm Beach County Health Care Act, 1988).

The District was founded in 1988 to ensure access to a comprehensive health care system and the delivery of quality services for the residents of Palm Beach County. The District accomplishes its mission through various programs and services, including an integrated Trauma System, School Nurse program, Skilled Nursing Facility, and Lakeside Medical Center, its hospital located in rural, western Palm Beach County. The District also offers health coverage to eligible uninsured Palm Beach County residents as well as operates eight Federally Qualified Health Centers to provide primary and preventive medical and dental services for medically needy patients. Additional information about the District is available on its website, [www.hcdpbc.org](http://www.hcdpbc.org).

**1-2 Proposal Submission and Opening**

Proposals must be received before or until 2:00 p.m. local time on the date listed in the Proposal Timetable (Section 1-6), at which time proposals will be opened.

Proposals received after the deadline will not be considered. The District will **not** consider proposals that are not in a sealed envelope or that are submitted via facsimile or e-mail transmission. To be considered, proposals shall include one (1) unbound original proposal (clearly marked as such), and two (2) copies of the original PDF format provided on separate CDs, (copies must be identical to the original proposal, including any supplemental information), which are each clearly marked with the RFP number and title, as well as the Respondent's name and address.

Send completed proposals to the District at the following address:

Health Care District of Palm Beach County  
Attention: Purchasing Department  
1515 N. Flagler Drive, Suite 101  
West Palm Beach, FL 33401

The District cautions Respondents to ensure actual delivery and receipt of mailed or hand-delivered proposals to the District Purchasing Department, at the address above, **prior** to the response deadline. Hand delivery is preferred to ensure receipt on time. **The District will in no way be responsible for delays caused by any occurrence.**

Telephone confirmation of timely receipt of proposals may be made by calling (561) 804-5918 before proposal opening time. PROPOSALS DELIVERED AFTER THE ESTABLISHED DEADLINE WILL NOT BE CONSIDERED FOR AWARD.

### **1-3 Inquiries and Lobbying Restrictions**

Respondents are expected to carefully examine all documents included in this RFP and shall make a written request to the District for interpretation or correction of any ambiguity, inconsistency, or error herein. The District will respond to Requests for Interpretation (RFI) by posting an Addendum on its website. Only a written interpretation or correction by Addendum shall be binding. **Respondents are cautioned against relying upon any interpretation or correction given by any other method.**

Respondents must submit all RFI related to this RFP no later than the date listed in the Proposal Timetable (Section 1-6). The District will not respond to any RFI received after this date.

All RFI concerning the RFP process and/or the subject of this RFP should include the RFP# and title in the subject line and must be made in writing to:

Raul Gutierrez, Supply Chain Manager  
Health Care District of Palm Beach County  
1515 N. Flagler Drive, Suite 101  
West Palm Beach, FL 33401  
rgutierr@hcdpbc.org

#### **Lobbying Prohibition:**

Lobbying District staff, Lakeside Medical Center staff, E.J. Healey Center staff, Primary Care Clinics staff, District Board Members, Hospital Board Members, Primary Care Clinics Board Members, and/or other District board and committee members (hereafter :District Representatives:) in regard to this RFP is strictly prohibited and shall be grounds for immediate elimination from the selection process. This lobbying prohibition shall apply to all potential and actual Respondents to this RFP and any person who is employed, contracted with or receives, or anticipates receiving, any consideration directly or indirectly from an actual Respondent to this RFP. The lobbying prohibition shall be in effect from the date of issuance of this RFP until a final decision is made by the District to award this RFP or otherwise end the competitive solicitation.

The term “lobbying” as used herein means any oral or written communication to the District Representative which attempts to influence the selection process, a recommendation and/or a decision related to this RFP and/or attempts to obtain the goodwill of any District Representative in regards to this RFP or any proposal.

By submitting a proposal in response to this RFP, the Respondent certifies that it and all of its affiliates and agents have not lobbied or attempted to lobby any District Representatives.

#### **1-4 Proposal Withdrawal**

Respondents may withdraw their proposals by notifying the District, in writing, at any time prior to the proposal response time deadline. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Respondents.

#### **1-5 Proposal Disclosure**

All proposals received shall be subject to public disclosure consistent with Florida's Public Record Act, Chapter 119, Florida Statutes and specifically section 119.070(1)(b), Florida Statutes, regarding competitive solicitations. If a Respondent believes its proposal (or any portion thereof) is exempt from public disclosure beyond the limited exemption set forth in section 119.071(1)(b), Florida Statutes, the Respondents must invoke, in writing, the exemption(s) to disclosure provided by law in their proposal RFP by providing the specific statutory authority for claimed exemption(s), identifying the data or other materials to be exempted, and stating the reasons why such exemption from public disclosure is necessary. Failure to do so may result in the Respondent waiving an applicable exemption (if any).

The District has the right to use any or all information/material submitted in response to this RFP. Disqualification of a Respondent does not eliminate this right.

The successful Respondent shall be awarded a contract. The standard District contract will be utilized. However, the District, in its sole discretion, reserves the right to negotiate terms and conditions with the successful Respondent.

#### **1-6 Proposal Timetable**

The District and Respondents shall adhere to the following schedule in all actions concerning this RFP:

<b>Event</b>	<b>Date</b>
District issues RFP	January 28, 2022
Optional Pre-Proposal Site Visit/Meeting	February 8, 2022 10 am
Final Date to Submit Written Inquiries (Respondents)	February 14, 2022
Final Date to Issue Addendum (District)	February 16, 2022
Proposals Due Before or Until 2:00 PM Local Time	February 21, 2022
Evaluation Team Meeting	February 22, 2022
Presentation/Interviews (Optional)	February 24, 2022
Estimated date of award	February 28, 2022

#### **1-7 Pre-Proposal Site Visit /Meeting [N/A]**

In order for Respondents to get additional information about the equipment and services, a pre-bid site visit will be held as follows:

Date / Time: February 8, 2022 10 am  
Place: 39200 Hooker Hwy, Belle Glade, Lakeside Medical Center – Front Entrance  
Check in at Reception  
Contact: Lee Newman- 561-804-5618

## **1-8 Delays**

The District may delay or modify scheduled event dates (Section 1-6) if it is to the advantage of the District to do so. The District will notify Respondents of all changes in scheduled due dates by posting an Addendum on the District website ([www.hcdpbc.org](http://www.hcdpbc.org)).

## **1-9 Addenda**

If revisions or clarifications to the RFP become necessary, the District will post a written Addendum on the District's website. All addenda issued by the District will include a receipt form, which must be signed and included with any proposals submitted to the District. In the event that multiple Addenda are issued, a separate receipt for each Addendum must be included with the proposal at the time it is submitted to the District. **It is the responsibility of Respondents to closely monitor postings on the District's website ([www.hcdpbc.org](http://www.hcdpbc.org)).**

The District will not issue Addenda less than five (5) days prior to the scheduled deadline date and time for receiving proposals, unless said date is to be postponed.

## **1-10 Oral Presentations and/or Interviews**

At its sole discretion, the District may invite all or a short-listed Respondents to conduct oral presentations or interviews. Presentations or interviews provide an opportunity for Respondents to clarify their proposals for the District. The District will schedule any such presentations or interviews.

## **1-11 Acceptance or Rejections of Proposals**

### Basis for Acceptance

An evaluation team comprised of District staff and other relevant members as determined by the District will evaluate the proposals to prepare a recommendation to the District Board of Commissioners ("District Board") for award. The District, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals, including any portion thereof, to award to a single Respondent or to divide the award between Respondents, and to reject all proposals and/or re-solicit in whole or in part. The District further reserves the right, in its sole discretion, to award a contract to the Respondent (or Respondents) whose proposal best serves the interests of the District consistent with the scoring criteria.

When a proposal appears to contain an obvious error or otherwise where an error is suspected, the circumstances may be investigated by the District and then be considered and acted upon. Any action taken shall not prejudice the rights of the public or other

Respondents. Where proposals are submitted substantially in accordance with the RFP but are not entirely clear as to intent or to some particular fact or where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, there is no substantial change to the proposal. The purpose of seeking clarification is to clarify existing information, not to allow additional information to be added.

The District reserves the right to recommend an award to one or multiple Respondents related to this RFP, if it is deemed to be in the best interest of the District to do so and consistent with the scoring criteria.

### Basis for Rejection

In soliciting proposals, any and all proposals received may be rejected in whole or in part. Basis for rejections shall include, but not be limited to, the following:

- The proposal being deemed unsatisfactory as to quantity, quality, delivery, price or services offered.
- The proposal not complying with conditions of the RFP or with the intent of the proposed contract.
- Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received.
- Error in specifications or indication that revision would be to the District's advantage.
- Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed.
- Limitation or lack of available funds.
- Circumstances which prevent determination of the lowest responsible and responsive or most advantageous offer.
- Any determination that rejection would be to the best interest of the District.

### **1-12 Development Costs**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a response to this RFP. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

### **1-13 Sworn Statement on Public Entity Crimes**

The Respondent shall be required, pursuant to section 287.133, Florida Statutes, to execute the attached "Sworn Statement on Public Entity Crimes" (**Exhibit "A"**) upon submission of its proposal. By executing this sworn statement, the Respondent is affirmatively stating that neither it nor an affiliate (as defined by the statute) has been convicted of a public entity crime within the last thirty-six (36) months and that it is not barred from entering into a contract with the District. The Respondent further acknowledges that any misstatement or lack of compliance with the statute shall result in the contract being null and void and/or subject to immediate termination by the District. In the event of such termination, the District shall not incur any liability for any services or materials furnished by the Respondent.

#### **1-14 Code of Ethics**

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes). Accordingly, there are prohibitions and limitations on the employment of District officials and employees and contractual relationships providing a benefit to the same. If any Respondent violates or is a party to violation of the Code of Ethics with respect to this RFP, such Respondent may be disqualified from selection; a resulting contract may be terminated; and, may be further disqualified from bidding on any future work, goods, or services for the District. Respondents are highly encouraged to review the Code of Ethics in order to ensure compliance with the same.

#### **1-15 Conflicts of Interest**

The Respondent shall be required to complete the attached "Conflicts Disclosure Form" (**Exhibit "B"**) upon submission of its proposal. Respondents must disclose in their proposal the name of any officer, director, or agent who is an elected official, appointed official or an employee of the District. Further, Respondents must disclose the name of any elected official, appointed official or employee of the District, who owns directly or indirectly, any interest in the Respondent's firm or any of its branches. Respondents must complete this form even if they have no conflicts to disclose.

#### **1-16 Non-Collusion**

By submitting and signing a proposal, the Respondent certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification from selection; contract cancellation; and/or, return of materials, or discontinuation of services and possible removal from the District's Vendor/Bid List(s).

#### **1-17 Subcontracting**

Respondents submitting proposals may subcontract portions of the engagement to subcontractors. If this is to be done, that fact, and the name of the proposed subcontractor(s) must be clearly identified in the proposal. However, following award of a contract, additional subcontracting or changes in subcontractors will be allowed with prior written consent of the District.

#### **1-18 Posting of RFP Award**

The award recommendation will be posted on the District's website ([www.hcdpbc.org](http://www.hcdpbc.org)) for a period of no less than five (5) business days. Information regarding award recommendations will not be given over the telephone. It is the Respondent's sole responsibility to ascertain the time of posting of the award recommendation.

## **1-19 Right to Protest**

The District's purchasing policy #201410-PP provides: Any bidder who is aggrieved in connection with the solicitation or pending award of a contract may protest to the District's Chief Financial Officer (CFO). The protest must be submitted within five (5) calendar days after posting of the award recommendation on the District's website. The protest must be in writing and must identify the protestor and the solicitation and include a factual summary of the basis of the protest. Such protest is considered filed when the CFO receives it.

**Failure to file a written protest to the District's Chief Financial Officer within the time prescribed constitutes a waiver of proceedings.**

## **1-20 HRSA Disclaimer**

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number *H80CS25684 for Health Center Cluster* in the award amount of \$6,916,013. *Seventy-nine percent of the total project is* financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government. The C. L. Brumback Primary Care Clinics were granted Federal Tort Claims Act (FTCA) deeming status effective January 1, 2017.



**PART 2**  
**PROJECT DESCRIPTION AND SCOPE OF REQUIRED SERVICES**

**2-1 Background**

To Build the Foundation and Vestibule to receive a modular building that will house a new GE MRI Device. This work will be performed per plans and specifications by the Architect and Engineers along with per the guidelines of AHCA.

The District seeks to engage a State of Florida Licensed General/Building Contractor for this project with extensive Palm Beach County corporate/governmental agency experience. As an integral part of the project team, the District seeks to identify a firm with experience and skill for construction phases of the project. The District is very interested in realistic cost and schedule models as well as an “open book” approach to all elements of the project. The selected team members will need to openly provide constructability input and perform the Contractor’s work in a completely documented and transparent fashion. The District is committed to a project that is high quality, on time, and on budget. Our Construction Manager have a like commitment to these goals.

The contractor will oversee all work including the installation of the Modular building and connection of it to the new vestibule that will be built, by contractor, and connected to the existing hospital structure.

**2-2 Scope of Services**

To Build the Foundation and Vestibule to receive a modular building that will house a new GE MRI Device Per plans and Specifications.

The contractor will oversee all work including the installation of the Modular building and connection of it to the new vestibule that will be built, by contractor, and connected to the existing hospital structure.

This work will be performed per plans and specifications by the Architect and Engineers along with per the guidelines of AHCA.

Plans can be accessed at the Drop Box Link below

[https://www.dropbox.com/sh/vg38tcae4hwx1n8/AAA4\\_2ijg3rzMTbBV-MwaLr1a?dl=0](https://www.dropbox.com/sh/vg38tcae4hwx1n8/AAA4_2ijg3rzMTbBV-MwaLr1a?dl=0)

Requirements and Prerequisites:

Contractor and their Sub-Contractors must meet the following qualifications:

- Minimum of 10 years’ experience
  1. AHCA Protocols
  2. Infection Control Protocol
  3. Working with Healthcare Facilities
- Insurance- 2M minimum Coverage
- Capable of Supplying Bid and Performance Bonds

## **A. Schedule Development**

1. The Contractor shall submit a construction Schedule with their bid proposal.
2. The construction Schedule will identify the responsibilities among the members of the Project Team.

Additionally, the construction Schedule should identify long lead items that may require procurement during the terms of this Agreement. Major building equipment items such as boilers, chillers, air handlers, generators, switchgear, etc. may be in this category.

The Contractor will facilitate the development of the schedule so that realistic dates can be set and achieved by the entire team.

3. The format of the Master Construction Phase Schedule will be an expansion of the baseline schedule as developed in conjunction with the Master Program Schedule with dependencies indicated on a monthly grid identifying key milestone dates including, without limitation, construction start, phase completion, structural top-out, dry-in, rough-in completion, metal stud and drywall completion ceiling close date, AHCA and Jurisdictional Inspections, Substantial Completion and Owner Occupancy date.

## **B. Construction Staging and Site Management Planning**

1. The Contractor will develop a proposed Site Management Plan with the Lakeside Medical Center Team and Lee Newman for the purpose of staging construction operations. This plan will include such particulars as primary access roads to and from the construction site, construction parking, on-site entrances, construction personnel entrances and traffic patterns, location of temporary facilities, location of hoists, cranes and other stationary equipment (if site accessibility is critical and dictates specific placement), locations of barricades and construction fences, etc. This plan should accompany earliest estimate for which a conceptual site plan is provided and update thereafter.
2. It is the Owner's expectation that the Contractor will not limit access to the site. Throughout the entire project the CM will establish within their General Conditions an amount for security, safety and access control requirements as necessary to protect the project and maintain safe access to the Clinic, which will be operating throughout the project.

## **C. District's Tax-Exempt Status**

1. In order to take advantage of the District's tax-exempt status the Contractor shall establish and manage an Owner Purchase Order (OPO) program to aggressively avoid sales tax on the Project, to the maximum legal extent, on all items in excess of \$10,000. This program shall be as approved by the District and all subcontracts shall require

complete cooperation with the program. The cost for this service shall be included in the Contractor's General Conditions.

### **2-3 Insurance**

Prior to execution of the resulting contract derived from this RFP, the awarded Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the District. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the District as an "Additional Insured".

### **Bond Requirements**

Prior to execution of a Work Order, and not later than fourteen (14) calendar Days after Notification from Owner, the successful Bidder shall furnish the following to the Department, on the forms provided in the Bidding Documents:

Public Construction Bond in the amount of 100% of the Work Order Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the Work Order amount. The Contractor, at the time of its execution of a Work Order, shall provide, with its Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.

The bond and guarantee shall be written on forms included in the Contract Documents provided by the Department.

The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

## **PART 3 PROPOSAL REQUIREMENTS**

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; in the case of a corporation, state the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### **Mandatory Requirements**

A prospective Respondent who does not meet all of the mandatory requirements is not considered a responsible Respondent and, in the District's sole discretion, may be deemed ineligible to submit a proposal for consideration. Respondents must

- Have no conflicts of interest prohibited by applicable law with the District, its Board of Commissioners or Committees, nor with regard to any other work performed by the Respondent for the District.
- Adhere to the instructions in this RFP for preparation and submittal of a proposal.
- Complete all documents listed in Section 3-1.
- Be registered to conduct business in the State of Florida.
- Must have a written quality assurance program with established inspection, test and documentation procedures

### **PROPOSALS ARE LIMITED TO SIXTY (60) PAGES, SINGLE SIDED.**

Responses to this RFP should thoroughly address all of the items listed in Section 3-1. Proposals that do not address all of these areas will be considered incomplete and not subjected to further evaluation. **Submit only the items requested in the Contents of Proposal section of this Request for Proposal. Additional Items will be discarded without review.**

### **3-1 Contents of Proposal**

#### **A. Mandatory Forms/Attachments**

Sworn Statement on Public Entities Crimes (Exhibit A)  
Conflicts Disclosure Form (Exhibit B)  
Construction Licenses  
Verification of business registration with Florida Department of State, Division of Corporations (Sunbiz)  
Addenda Receipt Forms, if applicable (see Section 1-9)

#### **B. Corporate Information (Limit 5 pages)**

1. History of the firm including present ownership and key management individuals. Describe any anticipated or existing changes in overall corporate management ownership.
2. Identify the location of corporate headquarters and other divisional offices. Specify which office or offices will be involved in this project. Identify how long the office supporting the project has been in place.
3. Provide a company organization chart showing authority structure and depth of resources. Illustrate from CEO to field staffing.

**C. Experience (Limit 8 pages)**

1. Provide a list of all entire office facilities your firm has constructed or is constructing during the last five (5) years. Identify the name, location, and number of beds and the date completed.
2. For no more than 5 current or recently (last five (5) years) completed projects, similar to the proposal project, or of greater complexity, provide the following information: (Limit one (1) page per project)
  - a) Facility Name
  - b) Project Location
  - c) Project Description
  - d) Owner
    - Address
    - Phone
    - Contact
  - e) Architect
    - Address
    - Phone
    - Contact
  - f) Contract Type (i.e. Lump Sum, GMP, etc.)
  - g) Actual or Expected Completion Date
  - h) Preconstruction Services Performed
  - i) Approved Budget\*
  - j) Final Contract Amount\*
  - k) Approved Construction Schedule Duration\*
  - l) Savings Returned to Owner\*

\*Note: (i) – (l) are desired but are optional.

**D. Proposed Construction Services & Project Team (Limit 12 pages)**

1. Present proposed project specific organization charts identifying the key individuals and their responsibilities for the preconstruction and construction phases. (Limit 1 page)

2. Submit current resumes of the proposed Project Team members, including their experience and qualifications. Resumes should be no longer than one (1) page in length and should specifically address healthcare preconstruction and construction experience on completed projects of similar size. At a minimum, resumes should be included for the Senior Project Manager, Preconstruction Team Leader, Construction Team Executive, Project Manager, Superintendent, and Project Engineer. Specific substantiation of AHCA experience is anticipated. (Limit 1 page per individual, 8 pages total)

#### **E. General Inquiry (Limit 10 pages)**

1. Discuss how you will generate subcontractor interest in the market and how you will attract qualified local firms to participate in the bid process.
2. Discuss how you will provide scheduling services and how you will assure a current schedule.
3. Provide a project schedule starting date, and what you believe to be a realistic timetable for construction, inspections and occupancy.

### **2.2 General Conditions**

#### **A. Insurance**

The successful Respondent shall provide, pay for, and maintain in full force and effect at all times during the services to be performed, insurance coverage as described in the contract agreements. Such policy shall be issued by the United States Treasury or insurance carriers approved and authorized to business in the State of Florida, and having a registered agent upon whom service of process may be made in the State of Florida.

The Commercial General Liability and Excess Liability policies will name the Health Care District of Palm Beach County as an additional insured, and Respondent shall furnish the District with evidence of such insurance coverage by way of an endorsement to same, or a Certificate of Insurance, no later than ten (10) days prior to the provision of services under the Contract and upon renewal of each policy each year the Contract remains in effect and for a period of five (5) years after the termination of the Contract. All such insurance must be with an insurance carrier approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the District. In the event the successful Respondent is a governmental entity or a self-insured organization, different insurance requirements may apply.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. Evidence of

ability to obtain appropriate insurance coverage shall be provided as an attachment to the response.

## **B. Project Implementation**

The project will be designed and constructed in accordance with all requirements imposed on federally-assisted construction projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy. Such standards include (but are not limited to) the following, as applicable:

- The project design will also meet all applicable program standards, State codes, and local codes and ordinances.
- Equipment tracking 45 CFR Part 74.34 and 92.32.
- Procurement requirements 45 CFR Part 74.40-48 and Part 92.36.
- ADA Accessibility Guidelines for Building and Facilities (28 CFR Part 36)
- Uniform Relocation Assistance, 45 CFR Part 15
- Real Property and Federal Interest 45 CFR Part 74.32, 74.37, and 92.31
- AIA Guidelines for Design and Construction of Hospital and Health Care Facilities (current edition, as applicable)
- NFPA 99 Health Care Facilities Code, (current edition, as applicable)
- NFPA 101 Life Safety Code (current edition, as applicable Exhibit "A" Sworn Statement on Public Entities Crimes
- AHCA
- Modular, MRI & Other Docs
- MRI & Modular Const Docs



## **PART 4 EVALUATION PROCEDURES**

### **4-1 Evaluation Team**

An evaluation team composed of District staff shall evaluate, rank and recommend an award to District Boards as appropriate and in conjunction with the District procurement policy.

### **4-2 Review of Proposals**

The evaluation team, at a public meeting, will convene during the review process to rank proposals and may conduct interviews or receive presentations from the Respondents. The evaluation team will recommend a ranking of the Respondents to the Finance Committee and/or the District Board. The District Board may approve, reject or revise the evaluation team's recommendation consistent with the scoring criteria and may direct District staff to commence negotiations with the Respondent selected for award. If District staff is not successful in negotiations with the selected Respondent, the District reserves the right for the District to terminate negotiations with the selected Respondent and proceed to the next selected Respondent and so forth until District staff successful negotiates a contract with a Respondent. During negotiations, the District reserves the right to request additions and/or deletions to the selected Respondent's proposal so long as such additions and/or deletions do not substantively or substantially change the selection of the Respondent based on the scoring criteria.

### **4-3 Ownership of Proposals**

The District shall retain all proposals submitted and reserves the right to use any idea in a proposal regardless of whether or not that proposal is selected. Further, this RFP and all representations in the proposal of the successful Respondent shall be incorporated by reference into the resulting contract. An order of precedence for all contract documents will be negotiated by the District and the successful Respondent.

### **4-4 Evaluation Criteria**

#### Mandatory Requirements

A prospective Respondent who does not meet all of the mandatory requirements is not considered a Responsible Bidder and is ineligible to submit a proposal for consideration. Respondents must

- Have no conflicts of interest with the District, its Board of Commissioners or Committees, nor with regard to any other work performed by the Respondent for the District.
- Adhere to the instructions in this RFP document for preparation and submittal of a proposal.
- Complete all documents listed in Section 3-1
- Be registered to conduct business in the State of Florida.

The following scoring criteria will be considered by the evaluation team during the proposal evaluation process:

- **Experience (10 Points)**
- **Qualifications of Proposed Services and Project Team (45 Points)**
- **Pricing (45 Points)**

#### **4-5 Oral Presentation**

At its sole discretion, the District may require Respondents to make oral presentations before the evaluation team and/or the District Board.

#### **4-6 Selection Process**

The selection process described may be subject to change as needed to accommodate District needs or requirements. Any change in the schedule, the scoring criteria or other substantive matter will require the District to issue an addendum in accordance with this RFP.

#### **4-7 Right to Reject Proposals**

The District reserves the right to reject any and all proposals including, but not limited to when (1) such rejection is consistent with this RFP and in the best interest of the District; or (2) if the proposal contains any irregularities; provided, however, that the District reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal as determined by the District consistent with the scoring criteria. The District also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals or utilize another authorized purchasing process consistent with the District's purchasing policy.