

PUBLIC HEALTH TRUST/JACKSON HEALTH SYSTEM

**REQUEST FOR PROPOSAL
FOR A**

XXXXXXXXXXXXXXXXXXXXX SERVICES

RFP NO.: RFP-XX-XXX-XX

ISSUED BY:

Strategic Sourcing Division
Procurement Management Department

FOR:

Xxxxx XXXXXXXX Department / Division

PROCUREMENT OFFICER:

XXXXXXXXXXXXX XXXX

Telephone: (305) 585-XXXX

E-mail: XXXXXXXX@jhs-miami.org

Fax: 305-355-XXXX

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:**

XXXXXXX XX, 2011 by 2:00 p.m. (local time)

at

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

Visit our web site at www.jhsmiami.org and go to Other Services tab followed by the Procurement section to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations and the applicable Procurement legislation.

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APPLICABLE PROCUREMENT LEGISLATION

This RFP is issued pursuant to the Trust's Procurement Policy and Procurement Regulation. Both documents can be found on the Trust website at: www.jhsmiami.org under "Procurement". The Procurement Regulation, however, is a stand alone document containing all of the Policy as well as the additional features of the regulation. The Procurement Regulation shall govern this RFP process. Please also see **Section 5.1** of this document for additional information.

DEFINITIONS

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

- a) "Contract Administrator" means the individual or group of individuals from requesting department designated to coordinate and monitor efforts of the awarded Proposer, and is responsible for managing the contract on behalf of the Public Health Trust and has full authority to enforce compliance with the terms, conditions, provisions and specifications of this contract in conjunction with the CPO.
- b) "Contractor" means any person having a contract with the Trust.
- c) "County" means Miami Dade County acting through its Board of County Commissioners, County Manager and as otherwise authorized by law.
- d) "Chief Procurement Officer" means the individual appointed by the President/CEO who shall serve as the principal public purchasing official for the Trust.
- e) "Department" means the division within the Public Health Trust that is requesting the services or product throughout this request for proposal.
- f) "P-Card" means purchasing card, a purchasing/payment card program.
- g) "Partnership Strength" means the definition and commitment of the Proposer towards a mutually successful "partnership" between the vendor and the Trust for the duration of the contract.
- h) "President/CEO" is the President/Chief Executive Officer of the Trust.
- i) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- j) "Scope of Services" or "Scope of Work" means the work to be performed by the Contractor or Consultant as described in Section 2.0 of this RFP.
- k) "Selection Committee" means a committee of individual(s), appointed by the Chief Procurement Officer, to evaluate and rank proposals, conduct negotiations, and makes a contract award recommendation.
- l) "Solicitation" means this Request for Proposals (RFP) or Request for Qualifications (RFQ) or Request for Information (RFI) document, and all associated amendments and attachments.
- m) "Subcontractor," "Sub-vendor" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and

materials, in connection with the Work or Services to the PHT, whether directly or indirectly, on behalf of the Contractor.

- n) "Supervisor of Contractor" is responsible for execution of Services and Supervisor shall have the authority to act as Proposer's agent.
- o) "Trust" or "PHT" means Public Health Trust of Miami Dade County, Florida.
- p) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 2.0 and the terms and conditions of this Solicitation.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

The Jackson Health System (JHS), which is governed and operated by the Public Health Trust (hereafter referred to as “PHT” or “Trust”), is the largest teaching hospital in the state of Florida and the nation’s second largest teaching hospital under a single license. The Trust manages eight separate hospital service centers: Mental Health, Holtz Children’s Hospital, Women’s, Medical, Surgical, Orthopedics/Rehabilitation/Neuroscience, Ambulatory, and Emergency Services.

One of America's Finest Medical Facilities, the main hospital (Jackson Memorial Hospital – JMH) is an accredited, tertiary care hospital and the major teaching facility for the University of Miami Leonard M. Miller School of Medicine. With more than 1,550 licensed beds, JMH is a referral center, a magnet for medical research, and home to Ryder Trauma Center - the only adult and pediatric Level 1 trauma center in Miami-Dade County.

The Trust also runs Jackson South Community Hospital, a 200-bed community hospital, and the 239-bed Jackson Mental Health Hospital, the County’s only tertiary inpatient mental health facility (located on the eastern perimeter of our main campus). The Trust also governs and manages other operations including two long-term care facilities, several primary care clinics, and correctional health services. The Trust operates a Managed Care Division which includes the JMH Health Plan, a health maintenance organization, with 43,000 covered lives and 255 primary care providers. The Trust serves a unique role including providing care to the medically underserved, highly specialized tertiary care and education/research opportunities for the University Of Miami’s School Of Medicine. Jackson Memorial Hospital is the primary teaching hospital of the University Of Miami’s School Of Medicine.

The newest member of the Jackson family, Jackson North Medical Center, is a 382-bed acute care center located in North Miami Beach serving the residents of north Miami-Dade County. The center offers a variety of services including 24-hour adult and pediatric emergency care, maternity, orthopedics, surgery, psychiatry and inpatient and outpatient rehabilitation. It is also home to specialized centers including the Wound Care Center, Center for Mental Health and the Pain & Spine Institute. Jackson Health System acquired the medical center, formerly known as Parkway Regional Medical Center, in 2006 from Tenet Healthcare Corporation. The addition of the Jackson North Medical Center enables Jackson Health System to better meet the needs of residents all over Miami-Dade County. Jackson North is also the primary teaching hospital for newly formed Florida International University College of Medicine.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

The Trust seeks the services of a firm with knowledge and experience in providing XXXXX.....

The services solicited under this RFP, which shall include XXXXXXXXXXXX

The term of the resulting agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties, with two (2) successive options to renew of one year each. This Agreement may be terminated by the Trust for convenience (without cause) upon ninety (90) calendar day’s prior written notice of termination delivered to the Contractor by certified mail. The Trust intends to award a contract to the single vendor that best meets the requirements of this RFP.

1.3 RFP TIMETABLE

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

- RFP available for distribution: XXXX XX, 2011
- Pre-proposal Conference date and time: XXXX XX, 2011
- Pre-Proposal Conference and place: Jackson Memorial Hospital
1611 NW 12th Ave
Miami, Florida 33136
2nd Floor of the Main Hospital
Diagnostic Treatment Center Room: DTC XXX
Time: 2:00 p.m.
- Deadline for receipt of questions: XXXX XX, 2011
- Deadline for receipt of proposals: XXXX XX, 2011
by 2:00 p.m. (local time)
(See Section 1.9 for location)
- Projected Project Award Date: XXXX XX, 2011
- Projected contract start date: XXXX XX, 2011

1.4 CONTACT PERSON

The Procurement Officer and contact person for this RFP is:

- Name and Title: XXXXXXXXXXXXXXX XXXX
- Mailing Address: Procurement Contracting Officer
Public Health Trust/Jackson Health System
Jackson Medical Towers
1500 NW 12 Avenue, Suite #814
Miami, Florida 33136
- E-mail Address: XXXXXXXXXXXX@jhs-miami.org
- Telephone: 305-585-XXXX
- Fax: 305-355-XXXX

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

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

1.5 CONE OF SILENCE

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

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

The provisions do not apply to, among other communications:

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

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

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

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

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

The Executive Assistant to the Public Health Trust is:

Name: Ivenette Cobb, Executive Office
Mailing Address: Public Health Trust/Jackson Health System
Administration Office, WW 117

1611 NW 12 Avenue
Miami, Florida 33136
E-mail: icobb@jhs-miami.org
Fax: 305-324-0065

1.6 LOBBYING

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

1.7 RFP AVAILABILITY

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

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of **three (3) years** commencing on the date in which this contract has been signed by both parties, with **two (2)** successive options to renew of one year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust, and shall be evidenced in writing as a contract modification to the resulting agreement executed and signed by the Trust prior to the expiration date of the resulting agreement or any valid extension thereof. The Trust may negotiate a different contract term (fixed term and option periods) from the term advertised in this RFP in the best interests of the Trust.

This Agreement may be terminated by the Trust for convenience (without cause) upon ninety (90) calendar day's prior written notice of termination delivered to the Contractor by certified mail. The Trust intends to award a contract to the single vendor that best meets the requirements of this RFP.

1.9 PROPOSAL SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Ten (10) bound copies of the original proposal.**
- **Eleven (11) CD copies of the proposal in Microsoft Word, Excel or PDF format.**

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

**Public Health Trust/Jackson Health System
Procurement Management Department (Purchasing)
Jackson Medical Towers**

Attn: **XXXXXX XXXX**
1500 NW 12th Avenue, Suite 814
Miami, FL 33136-1094

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

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

1.10 PURCHASING/PAYMENT CARD PROGRAM

Jackson Health System (JHS) has initiated a Purchasing/Payment Card ("P-Card") program system-wide, using the Visa platform, the preferred method of payment. This ordering and vendor payment mechanism supplements and supports the JHS procurement process established in the Public Health Trust (PHT) Procurement Policy/Regulation. Use of the card will help streamline the acquisition process, reduce transaction costs through simplification of the payment process, and improve vendor relations. **Payment terms for vendors accepting the P-Card as method of payment shall be Net 15 days (see Form A-15).**

1.11 PRE-PROPOSAL CONFERENCE

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

1.12 ADDITIONAL INFORMATION / AMENDMENT

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

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

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

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

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

1.13 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this RFP.

1.14 PERFORMANCE OR PAYMENT BONDS

A performance and payment bond in the amount of the contract award will be required of the awarded firm.

1.15 SMALL BUSINESS ENTERPRISE PROGRAM ("SELECTION FACTOR")

[Choose one of the following; note that "SELECTION FACTOR" is the default SBE "measure" if neither a "SET-ASIDE" nor a "20% WEIGHTED SUBCONTRACTING GOAL FOR CERTIFIED SBE PARTICIPATION" is applied.]

"Small Business Enterprise Program," Section 2-8.1.1.1.1 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-41 promulgated there under, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of supplies and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statute, as amended. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.

Selection Factor

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

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

The Proposer should complete, sign and submit the attached **Form A-14** "Small Business Enterprise" with the Proposal in order to be considered for the Selection Factor.

20% Weighted Subcontractor Goal

A "20% Weighted Subcontractor Goal" means a sliding weighted evaluation criteria with up to ten (10) selection points available to Proposers based on the verifiable percentage amount of SBE (Small Business

Enterprise) subcontracting commitment to a County certified SBE for the performance of a specific portion of the awarded contract.

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

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

Set-Aside

When there are at least three available SBEs/Micro Enterprises capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the Trust to waive full and open competition and set-aside the contract for competition between certified SBE/Micro Enterprise firms. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

1.16 LOCAL PREFERENCE

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

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

In accordance with the Procurement Regulation § XIII.D.2(c) Request for Proposals, if a non-local Proposer has the highest ranked evaluation on a Request for Proposals, each local firm who has submitted an offer shall receive a local preference bonus equal to five percent (5%) of the highest ranked score. This

preference shall apply to establishing the competitive range and any subsequent evaluations, including best and final offers.

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

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

1.17 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Pursuant to the Trust's Procurement Regulation § IV.C.9, proposals may be modified or withdrawn prior to the established due date in accordance with the Trust's Procurement Regulation §§ IV.B.8. (Pre-Opening Modification or Withdrawal of Bids). For the purpose of this § and §§ IV.C.10. (Late Proposals, Late Withdrawals, and Late Modifications), the established due date is either the time and date announced for receipt of proposals or receipt modifications to proposals, if any; or if negotiations with Proposers in the competitive range have begun, it is the time and date by which modified or best and final offers must be submitted, provided that only Proposers who are in the competitive range may submit modified or best and final offers.

1.18 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Pursuant to the Trust's Procurement Regulation § IV.C.9, any proposal, withdrawal, or modification received after the established due date at the place designated for receipt of proposals is late and shall be handled in accordance with §§ IV.B.9 (Late Bids, Late Withdrawals, and Late Modifications). Generally, no late proposal, bid, modification, or late withdrawal will be considered. However, subject to Florida law, a late bid may be considered if the Proposer can demonstrate it did not secure a material advantage or benefit not enjoyed by other Proposers or derive any unfair competitive advantage by reason of the lateness of the bid. See §§ IV.C.9. (Modification, Withdrawal or Revision of Proposals) for the definition of "established due date."

1.19 RFP POSTPONEMENT/CANCELLATION

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

1.20 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the Trust, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Proposer prior to commencement of work as defined by a contract executed by the Trust.

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

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

Furthermore, Proposers must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the

products or services offered. In the event of a conflict between this RFP and these legal requirements, the legal requirements shall prevail.

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

Form A-1	Cover Page for Proposal
Form A-2 (PHT)	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Form A-3	Acknowledgment of Amendments
Form A-5	Local Business Preference Information
Form A-14	Small Business Enterprise
Form-A-15	P-Card Acceptance Form
Form B-1	Vendor Experience (if requested)

- (b) The following documents may be submitted at any time, but must be completed, signed as required and submitted within ten (10) business days of staff's notification to the Purchasing Subcommittee of a recommendation to award this contract. Failure to submit these documents in accordance with this Section may result in ineligibility for award.

Form A-4	Disability Non-Discrimination Affidavit
Form A-6	Fair Subcontracting Policies
Form A-7	Florida Statutes on Public Entity Crimes
Form A-8	Individuals and Entities Attesting Being Current in Their Obligations to Miami-Dade County
Form A-9	Miami-Dade County Domestic Violence Leave Affidavit
Form A-10	Miami-Dade Business Entity Affidavit
Form A-12	Living Wage Affidavit
Form A-13 & Supplement	PHT HIPAA Business Associate Addendum Permitted Use and Disclosures

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

Form A-11 Affidavit of Continued Compliance

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

1.22 AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

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

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

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

1.23 FAIR SUBCONTRACTING POLICIES

NOTE: Under this RFP process, Proposers may not subcontract any portion of this contract. See Section 1.14 regarding "Small Business Enterprise Program," Section 2-8.1.1.1.1 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-41 promulgated there under, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of supplies and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statute, as amended.

1.24 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

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

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

1.26 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

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

1.27 MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

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

Ownership Disclosure: In accordance with Miami-Dade County Code, Section 2-8.1 (d) (1), firms doing business with Public Health Trust must fully disclose their legal name, physical address and ownership. Publicly Traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Employment Disclosure: In accordance with Miami-Dade County Code Section 2-8.1 (d) (2), firms contracting or transacting business with the County are required to submit additional contractor disclosure

as to composition of work force, payment of health insurance benefits, and existence of collective bargaining agreement and a current breakdown of the entity's work force and ownership as to race, national origin and gender. Publicly Traded Corporations who comply with the ownership disclosure requirements of this section are exempt from these requirements.

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

1.28 LIVING WAGES FOR COUNTY SERVICE CONTRACTS

The Living Wages Ordinance is not applicable to this contract.

In accordance with Miami-Dade County Code § 2-8.9, all Service Contractors and their subcontractors who enter into a contract pursuant to this RFP agree to pay the Living Wage required by Ordinance 99-44 to all its employees providing Covered Services. The current Living Wage applied to this contract as of October 1, 2009 (if applicable) is \$11.36 per hour plus Health Benefits as described in the aforementioned ordinance or \$13.01 per hour without Health Benefits. The Living Wage required by this ordinance is subject to indexing as set-forth therein. The Living Wage will be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. Such Health Benefits shall consist of payment of at least \$1.65 per hour towards the provision of healthcare benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the Trust to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of this proposal solicitation upon request by the PHT or the County's Department of Purchasing Services, Bids & Contracts Administration.

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

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

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

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

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

1.29 RULES, REGULATIONS AND LICENSING REQUIREMENTS

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

1.30 EXCEPTION TO THE RFP

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

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

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

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

1.32 EVALUATION/SELECTION PROCESS

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

1.33 BID PROTESTS

Any actual or prospective Bidder, Offerer, or Contractor who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer through the Contracting Officer, according to the Trust's Procurement Regulations, as amended and approved on January 25, 2010 by the Board of Trustees.

The following three areas will determine your protest category; a protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

1. Intent to protest regarding the terms, specifications, language or requirements contained in a solicitation document, including any addenda issued thereunder, must be submitted not less than two (2) business days prior to the date specified for opening of bids or receipt of proposals.
2. Intent to protest regarding determinations made by the Department of Small Business Development with respect to the Small Business Enterprise Program must be filed directly with the Miami-Dade County Department of Small Business Development through the Contracting Officer. The Trust does not have jurisdiction with respect to protests or appeals regarding SBE measures.
3. Intent to protest regarding recommendation for award of a contract, notice of unacceptable proposal or any other action by the Trust or its staff must be submitted within three (3) business days from (i) the posting of a notice of award by the Trust; (ii) the receipt of a notice from the Trust; or (iii) if there is no posting or receipt of notice, the date of the event giving rise to the protest.

The written intent to protest shall include the following items; should the protester request any public records during the two/three-day protest periods; the protester may utilize those public records as evidence.

1. The name and address of the protester
2. Appropriate identification of the procurement or contract
3. A statement of the reasons for the protest
4. All supporting exhibits, evidence or documents to substantiate the claim

As a condition of initiating any bid protest, the protester shall include with the intent to protest, a filing fee payable to the Public Health Trust in accordance with the following schedule; the protester will have the choice of asking for an independent hearing officer or having the protest heard and settled by an individual appointed by the CPO.

Estimated Contract Amount *	Filing Fee
\$10,000 - \$100,000 without Independent Hearing Officer	\$500
\$100,001 - \$250,000 without Independent Hearing Officer	\$1,000
\$250,001 - \$1,000,000 without Independent Hearing Officer	\$2,000

\$250,001 - \$1,000,000 with Independent Hearing Officer	\$5,000
Over \$1,000,000 with Independent Hearing Officer	\$10,000

* The estimated contract amount equals the total amount of the bid or proposal submitted by the protester. If no contract price was submitted, the Trust shall notify the protester of the estimated contract amount and fee required for initiating the protest.

Miami-Dade County (MDC) certified micro business enterprises, small business enterprise or community small business enterprise firms are exempt from bid filing fees for estimated contracts of \$250,000 or less; for contracts over \$250,000 in which an independent examiner is requested, MDC certified micro business enterprises, small business enterprise or community small business enterprise firms will be given a discount of 50% on their filing fee.

The filing fee shall be in the form of a cashier’s check, certified check, official bank check or money order payable to the Public Health Trust. If the protest is resolved or decided in the appellant’s favor, the bid protest fee shall be refunded. Should a protest be resolved by mutual agreement, the filing fee shall be refunded.

Stay of Procurement during Protests: In the event of a timely protest, the Trust shall not proceed further with the solicitation or award of the contract until the Chief Procurement Officer, after consultation with the County Attorney, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Trust. The CPO may, in the best interests of the Trust, continue or resume the procurement process during the administration of a bid protest and appeal, provided the CPO records in writing the basis for doing so.

Entitlement to Costs: In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney’s fees.

1.34 CRIMINAL CONVICTION

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

1.35 MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW

Inspector General fees will apply to this contract.

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process, be mindful of this**

assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

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

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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is

assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

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

1.36 BANKRUPTCY

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

1.37 SUBSTITUTION OF “KEY PERSONNEL”

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

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

For this RFP process and subsequent contract performance, “key personnel” means, but shall not be limited to the positions listed below:

- Account Manager
- Project Manager
- Field Representatives

1.38 PROJECT MANAGER AUTHORITY

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

The Project Manager representing the Trust will be:

XXXXXXXX XXXX, Administrator, XXXX XXXXXXXXXXXX XXXXX

The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order. Where orders

are given orally, these orders will be issued in writing by the Project Manager as soon thereafter as is practicable.

1.39 JCAHO REQUIREMENTS FOR STAFF OR CONTRACTED PERSONNEL

The Trust, as a mandate of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), requires that awarded vendor will maintain the following documents in their personnel files and will present the documents upon request: Prior to assigning personnel to perform contracted services for the Trust, the Contractor, at its own expense, shall carefully screen personnel in accordance with the Trust's pre-employment health screening policies and procedures. The screening by the Contractor shall include, but not be limited to, the pre-placement health screening requirements as outlined below.

- Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- Respirator health screen and Fit Test. (For areas where a respirator is required)
- Negative Urine Drug Test: 5 Panel Drug Screen submitted to a Trust approved drug testing facility.
- Negative TB Skin Test (Tine not acceptable) or chest x-ray
- Chest X-Ray (PA view minimum) if PPD positive
- Measles, Mumps and Rubella Immunization Record: (Record of two MMR vaccines given at childhood, OR at least one recent MMR Booster OR positive blood titers for measles, mumps and rubella titer. (Any negative titer must be followed by at least one MMR booster.
- Hepatitis B Declination Form or Proof of vaccination (Employees with potential for exposure to body fluid only).
- Varicella (Chickenpox) Titer: negative or positive), Vaccine or MD Statement of disease).

1.40 ERROR

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

1.41 USER ACCESS PROGRAM (UAP)

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

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

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

1.42 NON-DISCRIMINATION The Trust requires that the CONTRACTOR shall not discriminate against an employee, volunteer, or participant of the CONTRACTOR on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as

defined in the Deliverables of this AGREEMENT. Additionally, CONTRACTOR shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The TRUST shall have the right to terminate this AGREEMENT. If the CONTRACTOR or any owner, subsidiary, or other firm affiliated with or related to the CONTRACTOR, is found by the responsible enforcement agency or the courts to be in violation of these laws, The TRUST will conduct no further business with the CONTRACTOR.

SECTION 2.0 - SCOPE OF SERVICES

2.1 GENERAL INFORMATION

This Section identifies the levels of performance that are desired by the Trust. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

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

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

The term of the resulting agreement shall be for a period of **three (3) years** commencing on the date in which this contract has been signed by both parties, with **two (2)** successive options to renew of one year each. This Agreement may be terminated by the Trust for convenience (without cause) upon ninety (90) calendar day's prior written notice of termination delivered to the Contractor by certified mail. The Trust intends to award a contract to the single vendor that best meets the requirements of this RFP.

2.2 BACKGROUND

Jackson Health System is an integrated healthcare delivery system with more than 11,000 employees. It provides medical services to residents of Miami-Dade County. JHS consists of 12 primary care centers, 16 school-based clinics, two long-term care nursing facilities, an outpatient diagnostic center, a children's hospital, a rehabilitation hospital, two community hospitals and the system's centerpiece: the regional referral, tertiary care Jackson Memorial Hospital, which is the primary teaching hospital of the University of Miami Leonard M. Miller School of Medicine.

For the past several years, JHS has ...

Effective ...

2.3 GENERAL REQUIREMENTS MAKING UP THE TECHNICAL RESPONSE (See Section 5.2; Possible **40** Points)

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

- XXXX
- XXXX
- XXXX

Each area is further divided into individual requirements of which each item is requesting individual attention. All Proposer responses must follow the same numbering format established within this document below. If a response is provided in the form of an attachment, the attachment must be labeled to

correspond with the item requested in the RFP. Provide samples of all applicable management reports and statements, including available exception reports, for each applicable section below.

2.3.A XXXXXXXXXXXXX

2.3.A.1. Provide the following

2.3.B XXXXXXXXXXXXX

2.3.B.1. Provide the following

2.3.C XXXXXXXXXXXXX

2.3.C.1. Provide the following

SECTION 3.0 - PRICE PROPOSAL

(See Section 5.2; Possible 25 Points)

[Signature is required at the end of this Section 3.0]

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide the Trust with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

3.1 TOTAL COST

Provide a Total Cost (to include all travel and living expenses) for the solution proposed. The Total Cost proposed will be a firm fixed cost for the life of the contract. Considering that the term of the resulting agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties, and that this Agreement may be terminated by the Trust for convenience (without cause) upon ninety (90) calendar day’s prior written notice of termination delivered to the Contractor by certified mail.

Total operation “yearly fee” \$ _____

Total operation “3-year term” \$ _____

Price Formula: $\frac{\text{Lowest Priced Proposal}}{\text{Proposer’s Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$

3.2 TOTAL COST BREAKDOWN

Provide a complete breakdown of the Total Cost proposed in Section 3.1.

LIST OF SERVICES	FEE

3.3 OPTIONS TO RENEW

There are two options to renew this contract at the sole discretion of the Trust. Provide a firm fixed cost of services for each of the renewal years. These costs must be a turnkey cost inclusive of all travel and living expenses. These options are considered above and beyond the normal requirements of the contract and

will not be included in the tally of the price scores.

Total Cost for Option to Renew 1 (year 4) \$ _____

Total Cost for Option to Renew 2 (year 5) \$ _____

3.4 OPTIONS TO RENEW COST BREAKDOWN

Provide a complete breakdown of the option #1 in Section 3.4

LIST OF SERVICES	FEE

Provide a complete breakdown of the option #2 in Section 3.4

LIST OF SERVICES	FEE

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by the Trust to procure any product in any volume.

For this Section 3.0 - Price Proposal:

Signature of Proposer's Authorized Representative

Title

Printed Name:

Date:

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

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

2) Table of Contents

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

3) Executive Summary

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

4) Technical Qualifications (See Section 5.2; Possible 40 Points)

Provide a response indicating the Proposer's ability to perform each of the Business Requirements contained in **Section 2.3** of this RFP. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 2.3** of this RFP using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

5) Qualifications of the Proposer including Corporate Past Performance & Key Personnel (See Section 5.2; Possible 30 Points)

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

A) Proposer Qualifications

(1) State the full name and address of Proposer's organization and, if applicable, the branch office or other subordinate elements that will perform or assist in the services required in this RFP. Indicate whether Proposer's organization operates as an individual, partnership, or corporation, include the state in which it is incorporated or otherwise organized to conduct business. List all subcontractors; include each firm's name, address, contact person, complete description of the work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities.

NOTE: For purposes of this contract...

(2) Provide a listing of the company's officers and/or principals.

(3) Prepare a brief description of Proposer's organization. Include a summary of business history, the primary business focus, and significant changes or growth in the past five years. Include sufficient detail to demonstrate the relevance of such experience to this project.

(4) Provide a description of the company's geographical service areas, including national, regional, and local offices. The company must be authorized by Florida to do business in Florida.

(5) List the States for which your company provides services.

(6) Describe the organization's qualifications to provide the scope of services requested in this RFP.

(7) Organizational chart of company that states the number of staff employed in each function or department. Indicate staff resources that are projected to be dedicated to the services of this RFP.

(8) Provide a descriptive statement as to the company's philosophy, service product line, and scope of services, including relevant prior experience and qualifications.

(9) Describe staff qualifications, years of experience and specialization in the field of services required in this RFP.

(10) Describe the training program available to your staff and how new procedures are implemented.

(11) Provide evidence of Proposer's financial strength. Include recent annual reports or equivalent information and your short and long-term credit rating. If Proposer's organization is a subsidiary of a larger organization, information should be included for both the parent and offering entity. D&B information is not acceptable for privately owned companies.

(12) What is the name of Proposer's bonding company?

(13) Provide proof of credit worthiness from a financial institution, with validation of at least six months of working capital or similar evidence of financial stability.

(14) In the table below, please provide at least three current references with comparable XXXXX services. Also, use **Form B-1** and include all of the requested information.

NAME	EMPLOYER	PRIMARY CONTACT NUMBER

B) Corporate Past Performance

(1) State the length of time the company has been in business providing the services requested in this RFP.

(2) List all clients/hospitals in the past five years to which Proposer’s company both currently provides and has provided similar services to those requested in this RFP. Include the name and address of the hospital or company, the contact person, and their telephone number.

(3) Provide a list of all accounts lost within the past five (5) years.

(4) Identify all complaints filed with the State Department of Consumer Affairs, Better Business Bureau, any other agency maintained for consumer protection, or in any Florida court, state or federal, against your company within the last five (5) years that concerned in any manner your delivery of the kinds of services requested in the RFP. Provide disposition of each.

(5) Please provide information related to any open audits, issues, lawsuits, pending mergers, or concerns that the company is currently experiencing. If the matters are deemed confidential, please provide as much detail as possible.

(6) Provide a description of any previous or present contractual agreements with the Public Health Trust or Miami-Dade County whether or not for the services sought in this RFP.

(7) If the Proposer has ever been sanctioned, fined, or disciplined by any Federal, State or Local Agency, provide a detailed explanation of such incident.

(8) Describe Proposer’s environmental (green) policy, goals, targets, responsibilities and procedures. How are these communicated throughout the proposer’s organization?

(9) What green initiatives have been implemented by proposer during the last twelve months and what new processes are planned for implementation within the next 12 months?

(10) Proposer shall describe and implement a system for reporting environmental (green) information to the Trust.

C) Key Personnel

(1) Provide the names of the Key Personnel (See **Section 1.37**) designated by the firm to assist in the various areas of required expertise, and the qualifications of the individuals in those areas. Provide resume(s) and include information on those individuals by EEO job classification, race, ethnicity and gender.

- (2) List the names and addresses of all third party alliances/relationships.
- (3) Describe recruitment and training capabilities and standards.

6) Price Proposal (See Section 5.2; Possible 25 Points)

The Price Proposal, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Please submit the requested original documents, the copies and the CD's according to **Section 1.9** and **Section 4.2**, below. Be sure to include your signature as it appears on **Section 3.0**.

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

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

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

8) Required Forms & Attachments

The Proposer must complete, sign and submit all forms in **Section 7.0** as part of the Proposal.

9) Proposed Agreement (Sample Contract)

By submitting a proposal, the Proposer agrees to be bound by and to execute the Agreement proposed in **Section 6.0** of this RFP. If the Proposer takes exception to a specific contract provision set forth in **Section 6.0**, their proposal must (1) identify the corresponding contract provision; (2) offer alternative language; and (3) provide reason for proposing the change. The Trust is not obligated to accept any proposed revisions and may reject such requests or may attempt to negotiate acceptable alternatives with the Proposer. Nothing shall preclude the Trust from seeking to negotiate changes to the proposed Agreement during the negotiation process.

10) Certified Small Business Enterprise Subcontracting

(a) Attach a copy of the SBE Participation Worksheet included in Section 5.13. List all of your SBE subcontractors on this one Form and accurately account for the portion of the contract assigned to their firm. All related information (e.g.: certificate number, expiration date, etc...) of the SBE firm needs to be included on the Worksheet.

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

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

4.2. PROPOSAL PREPARATION REQUIREMENT

- (1) All RFP Proposers must submit one unbound, one-sided original and ten (10) bound copies of the complete proposal, eleven (11) compact disk copies. See Section 1.9.
- (2) All proposals must be submitted on 8.5 x 11 paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer’s contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

4.3 PROPOSAL LABELING REQUIREMENTS

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

SEALED PROPOSAL ENCLOSED	
(To be opened by Procurement Officer note below)	
Proposer’s Name Proposer’s Address Proposer’s Telephone Number	Public Health Trust / Jackson Health System Procurement Management Department (Purchasing Services) <u>Attn Procurement Officer: XXXXX XXXXX</u> Jackson Medical Towers 1500 NW 12 th Avenue, Suite 814 Miami, FL 33136-1094
RFP No.: 10-XXXX RFP Title: XXXXXXXXXXXXX Proposal Due Date: XXXXXX XX, 2011 by 2:00 p.m. (local time)	

SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established at Chapter IV, “Source Selection,” of the Trust’s Procurement Regulation, with particular reference to Section C thereof, “Requests for Proposals,” and Section K thereof, “Selection Committees,” and also including any solicitation amendments that may be issued by the Trust’s Procurement Management Department under this RFP during the course of the selection process.
- (b) The Trust’s Procurement Regulation, as amended, may be found on the Trust’s website at www.jhsmiami.org under “Procurement.”
- (c) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive RFP process.

5.2 EVALUATION CRITERIA

The Selection Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points (excluding the factors available under the County’s “Small” and “Local” business ordinances; see Sections 1.15 and 1.16). A Proposer 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:

Criteria for Evaluation	Available Points
Vendor Qualifications including Corporate Past Performance & Key Personnel (See description at Section 4)	30
Technical Qualifications (See description at Section 2)	40
Price Considerations (See description at Section 3)	25
Partnership Strength (See description at Section 4)	5
Total Weighted Points	100*

*For qualifying Proposers see possible additional points available at Section 1.15, Small Business Enterprises (SBE) “Selection Factor” and Section 1.16, Local Preference.

5.3 PARTNERSHIP STRENGTH

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

I. Weighted Evaluation Criteria

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

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

II. Post-Award Performance

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

5.4 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 Proposer, 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 number as will permit an efficient competition among the most highly rated proposals.
- (c) *Notification.* If the Selection Committee decides that a Proposer’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 Proposers from the competitive range, and shall promptly notify any unsuccessful Proposers in writing of the decision.
- (d) *Debriefing.*
 - (i) Proposers excluded or otherwise eliminated from the competitive range may request a debriefing from the Procurement Officer.
 - (ii) Any Proposer 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 the Trust. The Proposer shall then have five (5) business days from the date of the debriefing to file a protest in accordance with Section I.33, Bid Protests.

5.5 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

- (a) *Authorization.* The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, all as determined and appointed by the Chief Procurement Officer, may conduct negotiations with:
 - (i) responsible Proposers determined to be in the competitive range;
 - (ii) the highest ranked Proposer when the Selection Committee established a competitive range and has completed its final evaluation of proposals;

- (iii) the highest ranked Proposer when the Selection Committee determines not to establish a competitive range;
 - (iv) simultaneous negotiations with the highest ranked Proposers; or
 - (v) a sole Proposer when only one proposal is received.
- (b) *Purposes of Negotiations.* Negotiations are held to:
 - (i) promote understanding of the Trust's requirements and the Proposers' proposals; and
 - (ii) facilitate arriving at a contract that will be most advantageous to the Trust taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
- (c) *Conduct of Negotiations.* The Procurement Officer should establish procedures and schedules for conducting negotiations in accordance with this Section. There may be successive rounds of negotiations with the Proposers in the competitive range followed by the opportunity for those Proposers 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 Proposer. After each successive round of evaluations, the Selection Committee may reduce the number of Proposers 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 Proposer remaining in the competitive range. Any substantial oral clarification of a proposal shall be reduced to writing by the Proposer. The Procurement Officer shall keep a record of the date, place, and purpose of meetings and those attending.
 - (i) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Form A-2 (PHT)) submitted with the proposal or thereafter in accordance with Form A-2 (PHT) and the "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1(s)5, of the Miami-Dade County Code, as amended.
 - (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 the Trust, the Selection Committee may request, through the Procurement Officer, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Selection Committee, through the Procurement Officer, may make a written determination that it is in the Trust's best interest to conduct additional negotiations with more than one Proposer or change the Trust's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.
- (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 the Trust's negotiators established under Subsection (a) of this Section to continue, and attempt to complete, negotiations with the highest ranked Proposer. The work product of the Trust's negotiators shall be presented to the Selection Committee for review and approval. The Selection Committee may approve the completed negotiations and submit its award recommendation to the Chief Procurement Officer. In the alternative, the Selection Committee may instruct the Trust's negotiators to continue negotiations with the highest ranked Proposer, or it may instruct the Trust's negotiators to move to the second highest ranked Proposer to continue, and attempt to complete, negotiations with that Proposer. In either event, the Trust's negotiators shall return to the Selection Committee with their work product for final review and approval by the Selection Committee.

5.6 PRICE

A completed price proposal under this RFP must be submitted by Proposers at the time of proposal submission with each proposal package. See **Section 3.0 – PRICE PROPOSAL**

5.7 ORAL PRESENTATIONS, NEGOTIATIONS AND PRODUCT DEMONSTRATIONS/SITE VISITS

(a) The firms in the competitive range may be invited to individually make oral presentations of their proposal and participate in negotiations.

(b) Oral presentations will consist of an overview of the submitted proposal or revised proposal, standard questions asked of each of the Proposers in the competitive range, and specific questions regarding items specific to the proposal being reviewed. Any additional information that the Proposer provides during these presentations should be included by the Proposer in a subsequent revised written proposal if one is requested by the Selection Committee. Product/service demonstrations and/or site visits may also be requested, and scheduled, at any time by the Selection Committee, through the Procurement Officer, of firms remaining in the competitive range.

5.8 FINANCIAL STATEMENTS AND PRIOR OR PENDING LITIGATION

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

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

5.9 GOVERNMENT IN THE SUNSHINE LAW

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

5.10 JOINT VENTURES

Joint ventures shall not be accepted by the Trust as either prime vendors or sub vendors for purposes of contract award under this RFP.

5.11 PRIME VENDORS AND SUB VENDORS

- (a) Only one proposal under this RFP may be submitted by the same prime vendor. If more than one is submitted then the Procurement Officer shall, within twenty-four (24) hours (one working day) of

the deadline for submission of proposals, give that prime vendor twenty-four (24) hours (one working day) to identify for the Procurement Officer one and only one proposal among those submitted for further consideration by the Trust.

- (b) The prime vendor must clearly identify in its proposal each sub vendor that it intends to utilize for the performance of this contract, and provide all the information concerning each sub vendor that is required by this RFP. The prime vendor may identify only one sub vendor for each particular component such as implementation or hosting; multiple sub vendors for the same task will not be evaluated and will be treated by the Procurement Officer as under Subsection (a), above.
- (c) Sub vendors, however, may appear as sub vendors under multiple proposals, even if they submit a proposal in their own capacity as a prime vendor.
- (d) However, all prime vendors shall submit with their proposal a "Letter of Consent to Participate as Sub Vendor," or equivalent, signed and dated by an authorized representative of each sub vendor identified by the prime vendor, affirming the proposed sub vendor's explicit consent to perform for the prime vendor in relation to this potential contract engagement with the Public Health Trust in the capacity described by the prime vendor in its proposal under this RFP.

5.12 AWARD

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

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

5.13 SMALL BUSINESS ENTERPRISE PROGRAM (CERTIFIED SBE SUBCONTRACTING GOAL)

A 20% Weighted Subcontractor Goal is applied to the evaluation criteria of this RFP. There is a maximum of ten (10) evaluation points available to Proposers based on the verifiable percentage amount of SBE (Small Business Enterprise) subcontracting commitment promised to a County certified SBE by the Proposer for

the performance of the contract. If the Proposer is the certified SBE firm, in current status with the County's SBE program, then this Proposer will receive the full ten (10) points.

(a) Weighted Evaluation Criteria

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

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

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

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

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

Required 8 Components of the "subcontractor agreement":

1. Name of Proposer
2. Name of Small Business Enterprise (SBE) subcontracting firm(s)
3. The SBE's certificate number of the subcontractor (issued by the County's DBD), and expiration date of the certificate
4. Scope of Work to be performed by SBE Subcontractor(s)
5. Identify the percentage of the Proposer's proposal price that will be subcontracted to the SBE
6. The Agreement shall incorporate;
 - (a) The Prompt payment obligation (See section 6 article 6.2)
7. Signature and Date of Prime Owner or Authorized Representative
8. Signature and Date of SBE Subcontractor Owner (s) or Authorized Representative (s)

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

(c) Allocation of Selection Points

The percentage figure utilized to allocate evaluation points can be calculated by taking the committed percentage of the total contract award according to the chart below. For example, if the proposed annual price of the contract is \$1 million and the total annual amount allocated by the Proposer to one or more proposed SBE subcontractor is \$50,000, this will establish a goal of 5% SBE subcontracting participation. Thus in accordance with the grid below, four (4) evaluation points will be assigned to the proposal under the **Certified** SBE Subcontracting Goal. A subcontracting promise of \$27,000, on a \$1 million proposal, would be 2.7%; thus, two (2) evaluation points would be assigned.

Up to ten (10) selection points for compliant SBE subcontracting shall be allocated to a proposal during the Trust's evaluation and scoring of proposals in accordance with the following grid:

<u>Total Percentage of SBE Subcontracting</u>	<u>Weighted Evaluation Points</u>
0.0 % - 4.0 %	2 evaluation points
4.1 % - 8.0 %	4 evaluation points
8.1 % - 12.0 %	6 evaluation points
12.1 % - 16.0 %	8 evaluation points
16.1 % - 20.0 %	10 evaluation points

(d) Contract Award and Post-Award Compliance

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

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

(e) Definitions and Information

“Small Business Enterprise” is limited to mean a business entity located in Miami-Dade County that is “certified” by the County’s Department of Small Business Development (SBD) as “small” (under \$5 million annual gross revenue) or “micro” (under \$2 million annual gross revenue), or as a manufacturer with one hundred (100) employees or less or as a wholesaler with fifty (50) employees or less without regard to gross revenue, pursuant to the terms and conditions of Section 2-8.1.1.1.1 of the Miami-Dade County Code. Also see Section 1.15 of this RFP.

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

Additional information about the County’s Small Business Enterprise (SBE) program may be obtained from the County’s Department of Business Development website at www.miamidade.gov/sba or by direct inquiry. The contact person for information at the County’s Department of Business Development about the SBE program and about currently certified small businesses is Albert Porter. Mr. Porter’s e-mail is sp6@miamidade.gov, and his phone is 305-375-3128. The contact person for information about the Trust’s Small Business Program is Andrew Gordon, email address: Agordon2@jhs-miami.org. Proposers are encouraged to contact either or both of these individuals while developing their proposals under this RFP.

SECTION 6.0 - PROPOSED AGREEMENT TO BE EXECUTED WITH AWARDED PROPOSER

AGREEMENT PURSUANT TO PHT RFP NO.: 08-XXXX

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

THIS AGREEMENT made and entered into as of this ____ day of XXXXXXXXX, 200X, ("Effective Date") by and between the Public Health Trust, an agency and instrumentality of Miami-Dade County, Florida (hereinafter referred to as the "Trust"), which operates Jackson Health System, including Jackson Memorial Hospital, located at 1611 Northwest 12th Avenue, Miami, Florida 33136 and other designated health care facilities and _____, a corporation organized and existing under the laws of the State of _____ having its principal office at _____ (hereinafter referred to as the "Contractor").

RECITALS

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

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

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

ARTICLE 1. DEFINITIONS

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

- 1.1 "Agreement" to mean the terms and conditions set forth in this document, its attachments and the Contract Documents.
1.2 "Amendment" to mean any changes to the RFP document authorized by the Trust.
1.3 "Chief Procurement Officer" to mean the individual appointed by the Trust to serve as the principal public purchasing official for the Trust, or such person's designee.
1.4 "Contract Documents" to mean those terms and conditions set forth in the RFP document, as amended by the Trust, and all attachments thereto, and the Contractor's Proposal, including any revised proposals, accepted by the Trust.
1.5 "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the

Trust's Project Manager for review and approval pursuant to the terms of this Agreement.

1.6 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Trust's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Trust's Project Manager.

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

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

1.9 "P-Card" to mean purchasing card, a purchasing/payment card program.

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

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

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

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

ARTICLE 2. ORDER OF PRECEDENCE

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

ARTICLE 3. MANNER OF PERFORMANCE

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

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

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

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for a period of three (3) years commencing on the date in which this contract has been signed by both parties or such other date as the parties may enter into the first paragraph of this Agreement (“Effective Date”), with two (2) successive options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust and shall be evidenced in writing as a modification to the Agreement executed and signed by the Trust.

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

4.2 Termination by Trust. This Agreement may be terminated by the Trust for convenience (without cause) upon ninety (90) calendar days prior written notice of termination delivered to the Contractor by certified mail, return receipt requested, at the address set forth herein for notices. The date of termination will be stated in the notice.

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

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

ARTICLE 5. PAYMENT TERMS

5.1 FEES. Fees for services shall be as set forth in the price proposal included in Exhibit 2 – Contractor’s Response. Charges for any other Work by the Contractor shall only be as agreed in writing by the Trust. Fees shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Trust at any time during the Contract term, including any renewal or extension thereof.

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

ARTICLE 6. METHOD AND TIMES OF PAYMENT

6.1 Contractor may bill the Trust periodically, but not more than once per month, upon invoices certified by

the Contractor pursuant to Exhibit 2 – Contractor’s Response. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Trust. As provided by law, the Trust shall make payment for all purchases under this Agreement in a timely manner and make interest payments on late payments.

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

6.3 Payment Card Program terms for vendors accepting the P-Card as method of payment shall be: Net 15 days.

6.4 All payments due from the Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Trust.

Invoices and associated, back-up documentation, shall be submitted in duplicate, by the Contractor, to the Accounts Payable Department as follows:

Jackson Health System
Alfred I. Dupont Building
169 East Flagler Street, 5th Floor
Miami, Florida 33131
Attention: Accounts Payable

The Trust may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 7. AVAILABILITY OF FUNDS

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

ARTICLE 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Trust and Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified

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

ARTICLE 10. INSURANCE

10.1 The Contractor shall maintain at its own expense:

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

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

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

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

ARTICLE 11. CONFIDENTIAL INFORMATION AND PROTECTED HEALTH DATA

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

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

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

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

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

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

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

ARTICLE 12. PROPRIETARY INFORMATION

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

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

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

ARTICLE 13. PROPRIETARY RIGHTS

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

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

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

Except as otherwise stated herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in this Agreement. Notwithstanding the foregoing,

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

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

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Trust were provided to the Contractor for evaluation purposes only. Because these assumptions, parameters, projections, estimates and explanations represent only good faith predictions of future events, the Trust makes no representations or guarantees on such assumptions; the Trust shall not be responsible for the accuracy of the assumptions presented; the Trust shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 15. FEDERAL, STATE AND LOCAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16. INSPECTOR GENERAL REVIEWS

16.1 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL. Pursuant to the Code of Miami-Dade County, Section 2-1076, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Trust has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”) whenever the Trust or County deems it appropriate to do so. Upon written notice from the Trust, the Contractor shall make available, to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Trust will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor’s fees for the Work under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Contractor, its officers, agents, employees and assignees.

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

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

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

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

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

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

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

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

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

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

ARTICLE 17. BUSINESS APPLICATION AND FORMS

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

ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19. CONTRACTOR'S EMPLOYEES

All employees, officers, directors and agents of the Contractor shall be considered to be at all times the employees, offices, directors and agents of the Contractor under its sole direction, and not of the Trust. In no event shall the Contractor or its respective officers, directors, agents, servants of employees be considered to be officers, agents, servants, representatives or employees of Miami-Dade County, or the Trust, including any of its divisions or designated facilities. Additionally, in no event shall Miami-Dade County, the Trust, or its respective officers, trustees, commissioners, medical staff, nurses, agents, servants, or employees be considered to be officers, agents, servants, representative or employees of the Contractor. The Contractor shall supply competent and physically capable employees and agents. The Trust at its discretion may require the Contractor to remove an employee or agent the Trust deems careless, incompetent, insubordinate or otherwise objectionable.

ARTICLE 20. SUBSTITUTION OF KEY PERSONNEL

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

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

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

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

ARTICLE 21. PROJECT MANAGER AUTHORITY/DISPUTE RESOLUTION

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

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

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

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

Any such dispute by the Trust shall be brought, within a reasonable time after the occurrence, event or act, out of which the dispute arises.

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

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

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

ARTICLE 22. BREACH AND REMEDIES

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

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

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

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

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

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

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

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

ARTICLE 23. MISCELLANEOUS

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

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

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the TRUST:

Chief Procurement Officer
Public Health Trust
1500 NW 12th Avenue, Suite 819
Miami, Florida 33136

As to the CONTRACTOR:

23.17 User Access Program (UAP)

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

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

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

23.18 NON-DISCRIMINATION. The Trust requires that the CONTRACTOR shall not discriminate against an employee, volunteer, or participant of the CONTRACTOR on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as defined in the Deliverables of this AGREEMENT. Additionally, CONTRACTOR shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood

that upon receipt of evidence of discrimination under any of these laws, The TRUST shall have the right to terminate this AGREEMENT. If the CONTRACTOR or any owner, subsidiary, or other firm affiliated with or related to the CONTRACTOR, is found by the responsible enforcement agency or the courts to be in violation of these laws, The TRUST will conduct no further business with the CONTRACTOR.

ARTICLE 24. ENTIRE AGREEMENT AND MODIFICATIONS

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

- Exhibit 1 – RFP No.: 11-XXXX, as amended by the Trust
- Exhibit 2 – The Contractor’s Proposal response under RFP No. 11-XXXX, including any revised proposals, accepted by the Trust
- Exhibit 3 – PHT HIPAA Business Associates Agreement

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

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

ATTESTED HERETO:

THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: _____
Title: Secretary, The Public Health Trust of Miami-Dade County, Florida

By: _____
Name: _____
Title: President
Date: _____

Approved for legal sufficiency and form by the Miami-Dade County Attorney's Office

Approved based on standard risk and insurance Provisions.

Administrator, Risk Management, Jackson Health System

Signature Date

Signature Date

SECTION 7.0 – APPENDICES

Form A-1	Cover Page for Proposal
Form A-2 (PHT)	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Form A-3	Acknowledgment of Amendments
Form A-4	Disability Non-Discrimination Affidavit
Form A-5	Local Business Preference Information
Form A-6	Fair Subcontracting Policies
Form A-7	Florida Statutes on Public Entity Crimes
Form A-8	Individuals and Entities Attesting Being Current in Their Obligations to Miami-Dade County
Form A-9	Miami-Dade County Domestic Violence Leave Affidavit
Form A-10	Miami-Dade Business Entity Affidavit
Form A-11	Affidavit of Continued Compliance
Form A-12	Living Wage Affidavit
Form A-13	PHT HIPAA Business Associate Addendum
& Supplement	Permitted Use and Disclosure
Form A-14	Small Business Enterprise (SBE) Status
Form A-15	P-Card Acceptance Form
Appendix 1	Lobbying Activities (Information Only)
Appendix 2	Standard Bond Requirements (Information Only)
Exhibit A	XXXXXX XXXXXXXXXXXXX

Form A-1

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

Form A-1

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

Firm/Proposer's Name:
Address:
Business Telephone:
This RFP No.:

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

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

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

Signature of Authorized Representative of Firm/Proposer:

Name:
Title:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this

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

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

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

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

Form A-3

ACKNOWLEDGEMENT OF AMENDMENTS

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

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

- Addendum #1, Dated _____, 200_
- Addendum #2, Dated _____, 200_
- Addendum #3, Dated _____, 200_
- Addendum #4, Dated _____, 200_
- Addendum #5, Dated _____, 200_
- Addendum #6, Dated _____, 200_
- Addendum #7, Dated _____, 200_
- Addendum #8, Dated _____, 200_

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-4

DISABILITY NON-DISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature

Date

(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me on

by _____ .

(Affiant)

He/She is personally known to me or has

presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-5

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

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

Check box, if applicable:

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

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

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

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1) and (2) above for Broward County shall be considered a local business for the purposes outlined herein.

Name of Firm: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

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

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

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

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

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-6

FAIR SUBCONTRACTING POLICIES

FAIR SUBCONTRACTING PRACTICES

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

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/State/Zip: _____

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

FORM A-7

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All vendors must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.

Bid or Contract No. _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

- 5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

- 7. There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Form A-8

INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY (Ordinance 99-162 and Section 2-8.1 of the Code of Miami-Dade County)

I, _____, being first duly sworn, hereby state and certify that the following statement is true and correct:

That in compliance with Ordinance 99-162 and Section 2-8.1 of the Code of Miami-Dade County, _____ (Company Name), is not in arrears in any payment under a contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of the Miami-Dade County.

By: _____, 20____
Signature of Affiant Date

_____/____/____ - ____/____/____/____/____/____
Printed Name of Affiant and Title Federal Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ____ day of _____, 20____,
by _____. He/She is personally known to me or has presented _____ as identification.

Affiant Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____ Notary Seal

Form A-10
MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

I _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

(Federal Employer Identification Number)
(If none, Social Security Number)

(Name of Entity, individual (s), Partners or Corporation)

(Doing business as. If same as above, leave blank)

Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec-2-8.1 of the County Code)

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (post office addresses are not acceptable)

Full Legal Name	Address	Ownership
_____	_____	(%)
_____	_____	(%)
_____	_____	(%)
_____	_____	(%)

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or other-wise) in the contract or business transaction with Miami-Dade County or the Public Health Trust (Post Office addresses are not acceptable):

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, amending sect. 2.8-1; subsection (d) (2). The following information and attachments are provided and are in compliance with all items in the aforementioned Section:

Does your firm have a collective bargaining agreement with its employees?
_____Yes _____No

Does your firm provide paid health care benefits for its employees?
_____Yes _____No

Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

Aleut (Eskimo):	_____M_____F	Hispanic:	_____M_____F
American Indian:	_____M_____F	White:	_____M_____F
Asian:	_____M_____F	_____:	_____M_____F
Black:	_____M_____F	_____:	_____M_____F

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public-State of _____ Notary Seal
(State)

Form A-11

AFFIDAVIT OF CONTINUED COMPLIANCE

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

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

1. _____ is in compliance with the applicable provisions of the Miami-Dade
Entity

County and Public Health Trust codes, ordinances and resolutions.

2. _____ previously filed the following affidavits with the
Entity

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

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

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

Affiant's Signature

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

Notary Public

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

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

Form A-12

LIVING WAGE AFFIDAVIT (County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$11.31 per hour plus health benefits as described in the ordinance, or \$12.95 per hour without health benefits.

By: _____ 20_____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

Form A-13
PHT - HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the agreement ("Agreement") by and between the Public Health Trust of Miami-Dade County, Florida ("Trust"), Jackson Health System ("JHS"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the underlying Agreement, it is necessary for the Trust to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. Trust and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions

Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

- a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
- d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with

respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

- e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.
- f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate

- a. Permitted Uses and Disclosures. Associate may use and / or disclose PHI received by Associate pursuant to the Agreement ("Trust's PHI") solely in accordance with the specifications set forth in Exhibit A, which is incorporated herein by reference. In the event of any conflict between this Addendum and Exhibit A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]
- b. Nondisclosure. Associate shall not use or further disclose Trust's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii) (A)]
- c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of Trust's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii) (B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the Trust. [45 CFR § 164.314(a)(2)(i)(A)] Trust has at its sole discretion, and through its Compliance Department, Security Department and/or Risk Management Department, the option to audit, including inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. Associate shall report to the Trust's Chief Privacy Officer, through the Trust's Compliance Department (305-585-6854), any use or disclosure of Trust's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)]. Associate shall report to the Trust's chief security official, through the Trust's Compliance Department (305-585-6854), any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]
- e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) Trust, agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that **such agents conduct their operations within the United States**. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the Trust, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)]. **In no case may Associate's Agents reside and operate outside of the United States.**
- f. Documentation of Disclosures. Associate agrees to document disclosures of Trust's PHI and information related to such disclosures as would be required for Trust to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide Trust or an

individual, in a time and manner designated by the Trust, information collected in accordance with the Agreement, to permit Trust to respond to such a request for an accounting. [45 CFR § 164.528]

- g. Availability of Information to Trust. Associate shall make available to Trust such information as Trust may require to fulfill Trust's obligations to provide access to, provide a copy of and account for disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(E) and (G)]
- h. Amendment of PHI. Associate shall make Trust's PHI available to Trust as Trust may require to fulfill Trust's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by Trust, incorporate any amendments to Trust's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by Trust. [45 CFR § 164.504(e)(2)(F)]
- i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of Trust's PHI (or PHI created or received by Associate on behalf of Trust) available to Trust and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by Trust or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(H) and 45 CFR Part 64, Subpart C.]
- j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of Trust's PHI by Associate in violation of the requirements of this Addendum.
- k. Associate's Insurance. Associate agrees to maintain the following insurance coverage, whichever is greater: A) the insurance coverage provided in the Agreement, or B) the following amounts of insurance coverage:
 - 1) Comprehensive general liability coverage, including contractual liability coverage, in limits of no less than \$1.0 Million per claim / \$3.0 Million annual aggregate.
 - 2) Errors and omissions coverage equal to professional liability coverage in limits of no less than \$1.0 Million per claim/ \$3.0 Million annual aggregate.

Certificate(s) of insurance, as evidence of compliance with this paragraph, shall be forwarded to the Trust Risk Manager, Jackson Memorial Hospital, 1500 NW 12th Avenue, 1112 East Jackson Towers, Miami, Florida 33136. The Trust, at its sole discretion, may require additional insurance coverage in terms of limits and/or types of insurance, depending upon the scope of service provided by Associate to the Trust.

- l. Notification of Breach. During the term of this Addendum, Associate shall notify Trust Chief Privacy Officer within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

- n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and Trust and are intended only for their benefit. Neither Associate nor Trust intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement

From time to time, after reasonable notice, upon any breach of this Addendum by Associate, Trust may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to Trust in writing. The fact that Trust inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does Trust's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of Trust's enforcement rights under this Addendum.

4. Termination

- a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Trust. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]
- b. Termination for Cause - Reasonable Steps to Cure Breach. If Trust knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4 a, Trust shall provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or shorter cure period as may be specified in the Agreement, unless another time is specified as mutually agreeable by the parties in writing. If Associate does not cure the breach or end the violation within the time period provided, the Trust may immediately terminate the Agreement.
- c. Judicial or Administrative Proceedings. Trust may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.
- d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the Trust all PHI, including but not limited to ePHI, received from Trust (or created or received by Associate on behalf of Trust) that Associate still maintains in any form. This provision shall also apply to Trust PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to Trust notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(I)]

5. Indemnification

Associate shall indemnify and hold harmless the Trust and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys'

fees and costs of defense, which the Trust or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement and/or this Addendum.

6. Limitation of Liability

Nothing in this Addendum shall be construed to affect or limit the Trust's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Trust must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Trust's request, Associate agrees to promptly to enter into an amendment to this Addendum or Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. Trust, in addition to any other remedies including specific performance, may terminate this Agreement upon five [5] days' written notice in the event Associate does not enter into an amendment to this Addendum or Agreement providing assurances regarding the safeguarding of PHI that Trust, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.
- b. Amendment of Exhibit A. In addition to amendments described in 7a, above, Exhibit A may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Addendum or underlying Agreement.

8. Assistance in Litigation or Administrative Proceedings

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to Trust at the Trust's convenience upon reasonable notice, at no cost to Trust, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against Trust, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement

EXHIBIT A TO PHT-HIPAA BAA

PERMITTED USES AND DISCLOSURES

This Exhibit sets forth the permitted uses and disclosures of Protected Health Information (PHI) by Associate pursuant to Section 2 of the Addendum to _____ (“Agreement”) by and between the Public Health Trust of Miami-Dade County and Associate, dated _____, and is effective as of _____(the "Exhibit Effective Date"). This Exhibit may be amended from time to time as provided in Section 8(b) of the Addendum.

1. Purpose(s) of Disclosure. The purpose(s) for which the Public Health Trust shall disclose PHI to Associate are as follows:

PHI to be Disclosed. Trust shall disclose the following PHI to Associate in accordance with the terms of the Agreement:

3. Permitted Uses and Disclosures of PHI. Associate shall be limited to the following uses and/or disclosures of Trust's PHI:

4. Subcontractor(s). If Associate intends to utilize any subcontractor(s) in performing Associate's obligations under the Agreement, such subcontractor(s) shall be identified with name, address, telephone, and name of individual responsible for the Agreement as follows:

5. Use for Management and Administration. Associate may use PHI received by Associate in its capacity as a Business Associate of the Trust for the proper management and administration of Associate, if such disclosure is necessary (i) for the proper management and administration of Associate or (ii) to carry out the legal responsibilities of Associate. [Optional; 45 CFR § 164.504(e)(4)(i)]

6. Disclosure for Management and Administration. Associate may disclose PHI received by Associate in its capacity as a Business Associate of the Trust for the proper management and administration of Associate if (i) the disclosure is required by law or (ii) Associate (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person notifies Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached. [Optional 45 CFR § 164.504(e)(4)(ii)]

7. Data Aggregation Services. For Purposes of this Section. "Data Aggregation" means, with respect to the Trust's PHI, the combining of such PHI by Associate with the PHI received by Associate in its capacity as a

Business Associate of another Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities. Associate shall provide the following Data Aggregation services relating to the health care operations of the Trust. [Optional: 45 CFR § 164.504(e)(2)(i) (B): 45 CFR § 164.501]

8. Receipt. Associate's receipt of the Trust's PHI pursuant to the transactions contemplated by this Agreement shall be deemed to occur as follows, and Associate's obligations under this Addendum shall commence with respect to such PHI upon such receipt:

9. Additional Restrictions on Use of Data. The PHT is a Business Associate of certain other Covered Entities and, pursuant to such obligations of the Trust, Associate shall comply with the following restrictions on use and disclosure of PHI:

10. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, disaster recovery planning, authentication, additional security or privacy specifications, de-identification of data and other additional terms.]

Form A-14 SMALL BUSINESS ENTERPRISE (SBE) STATUS

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

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

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

Name of Firm: _____

Date Established Certification with SBD: _____

DBD Certificate Number: _____

Certificate Expiration Date: _____

Attach a copy certificate issued by SBD to this form.

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

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

Signature of Authorized Representative: _____

Title: _____ **Date:** _____

STATE OF _____ COUNTY OF _____

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

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

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Seal

Notary Public _____ (State)

**FORM A-15
P-CARD ACCEPTANCE**

The Proposer shall complete and include this Form A-15 with their proposal submission if they agree to accept the Public Health Trust /Jackson Visa Payment Card (“P-Card”) as the method of vendor payment in the event they are awarded this contract. Also see Sections 1.10, 4.1.7 and 5.3 of this RFP.

Name of Proposing Company:

Yes, _____ accepts the Public Health Trust/Jackson Health System Visa Payment Card as the method of vendor payment if we are awarded this contract.

Name of vendor contact person for the Visa Payment card process:

E-Mail: _____

Phone: (____) _____

For further information please contact:

Andrea Garland, MBA, CPPB
Procurement Card Manager
agarland@jhs-miami.org
305-585-5426

Form B-1 VENDOR EXPERIENCE

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

Prime Vendor/Sub Vendor:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a Hospital? (Yes___ No ___)

Number of licensed beds for this client: _____

Duration of Client Relationship:

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

Additional information (attach pages as necessary):

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

Lobbying Activities (Information Only)

The following rules have been adopted by the Commission on Ethics and Public Trust to implement the current lobbyist registration requirements of the Conflict of Interest and Code of Ethics Ordinance.

Purpose and Scope of Lobbying Rules

a) The following rules delineate the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics ordinance. As used in this section, for matters related to contracting with the Public Health Trust, "County" means the Public Health Trust, "Board of County Commissioners" and "County Commission" means the Board of Trustees of the Public Health Trust and "County Manager" means the President of the Public Health Trust. All references to "Clerk" mean the Clerk of Miami-Dade County.

b) A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage the passage, defeat or modification of 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision, or recommendation of the County Manager or any County board or committee; or 3) any action, decision, or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeable will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

Exclusions

a) Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

b) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

c) A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

d) A representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community based organization is a not-for-profit association or corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes.

e) Employees of a principal whose normal scope of employment does not include lobbying activities.

Examples of Lobbying Activities

a) Lobbying activities include but are not limited to:

1) Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.).

2) Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County Commissioners, the County Manager and his or her designee or a County board or committee.

3) Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee

4) Meetings or communication with elected officials or staff regarding policy matters that may foreseeably before the Board of County Commissioners, the County Manager or any County board or committee.

Examples of Activities Not Constituting Lobbying

a) Activities that do not constitute lobbying include but are not limited to the following:

1) Requests for information about procedures, forms, budgets or other requirements on behalf of another.

2) Appearances at meetings or communications with staff or an elected official at the department or elected official's request or a description of materials or services available in response to a departmental request.

3) Advices or services communicated to a department or an elected official who arise out of an existing contractual obligation to the county or municipality.

4) Meetings or communication to provide staff or elected officials with general information regarding a firm's background or expertise.

General Registration Requirements

a) Every lobbyist must file an annual registration form with the Clerk at the time of initial registration and on or before January 15th of each year thereafter, along with an annual registration fee.

b) Every lobbyist must file a registration form with the Clerk of the Board for each client within five days of being retained by a principal or before conducting any lobbying activities, whichever comes first.

c) The principal must also submit a principal authorization form prior to any lobbying. The principal must identify whether the lobbyist is retained for a particular matter or may lobby on any matter regarding the principal.

d) Every lobbyist must file a Notice of Withdrawal when the representation ends. The lobbyist must file an expenditure statement for the preceding year.

Selection Committee Registration Requirements

a) Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on an affidavit provided by the County, all individuals who may make a presentation. The affidavit shall be filed with the Clerk of Board at the time the response is submitted.

b) The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least 2 days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

c) All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.

Not for Profit Registration Requirements

a) A lobbyist for a not-for-profit organization (unless lobbying for a community-based organization seeking grant funds) must register and file the required expenditure form. Upon request, the Clerk of the Board may waive the applicable registration fees.

Expenditure Reports

a) All registered lobbyists must file an expenditure report with the Clerk of the Board by July 1st of each year. The date of filing is the date that the report is received by the Clerk's office. b) A lobbyist must file a report for every principal and must list all expenditures in excess of twenty-five dollars (\$25.00) for the preceding calendar year. The form must be filed even if the lobbyist did not make any expenditure during the prior year.

Expenditure Categories

a) The lobbyist must report expenditures in the following categories: communications, entertainment, food and beverages, lodging, media advertising, publications and other. The information covered in each category is:

1) "Communications" means dissemination of information, including but not limited to the following means: audio-visual materials, signs, placards, buttons, promotional materials, or other display materials; together with any associated production services. This category does not include media advertising, publications or research,

2) "Entertainment" means amusement or recreation including but not limited to sporting, hunting, fishing, theatrical, artistic, cultural and musical activities or events.

3) "Food and Beverages" means meals, snacks or edible substances or liquids for drinking including services associated therewith.

4) "Lodging" means sleeping or living accommodations for an individual for one or more nights.

5) "Media advertising" means newspaper and magazine advertising, radio and television advertising and outdoor advertising including production services and copyrighting services.

6) "Other" means any item or service which is not included in one of the specified categories; this category does not include any item or service which is not required by law to be reported.

7) "Publications" means mass-produced, printed materials including but not limited to magazines, newsletters, brochures or pamphlets, which expressly encourage to communicate with agency officials or employees or to influence an agency with respect to a decision of the agency in the area of policy or procurement or which are designed to communicate with agency officials or employees

8) "Research" means obtaining information relating to a specific policy issue or procurement matter regardless of the form or medium in which such information is provided including but not limited to surveys, information services, periodicals and consultants or consultant services to gather data or statistics.

9) "Special Events" means large scale functions, including but not limited to receptions, banquets, dinners or fairs to which more than 250 persons are invited and for which the expenditures associated with hosting the function are negotiated with a catering service or facility at a single, set price or which include multiple expenditure categories.

10) "Travel" means transporting an individual from, one place to another, regardless of the means used.

b) Certain items such as communications, publications and research are office expenses if performed by the lobbyist or principal or their employees. If those functions are performed by independent contractors, other than the lobbyist or principal or an affiliate controlled by the principal, they are reportable under the appropriate expenditure category.

c) If an expense is incurred for a business purpose unrelated to lobbying and the product of that expense is later used for a lobbying purpose, the expenditure does not have to be reported.

Penalties for Late Filing

a) A late fee of fifty dollars per day per report will automatically be assessed for any report filed after the due date. All fines must be paid to the Clerk of the Board of County Commissioners.

b) The Clerk of the Board of County Commissioners will notify all lobbyists who have failed to file by July 15th of each year that they are not in compliance with the ordinance and of the current fines assessed against the lobbyist.

c) A lobbyist is automatically suspended and may not lobby any employee, elected official or before any County board (including the Board of County Commissioners) if the lobbyist has not filed an expenditure report by September 1st of each year.

d) The Clerk of the Board of County Commissioners must provide the Ethics Commission with a report listing all lobbyists who have either failed to file disclosure reports or pay assessed fines by October 1st of each calendar year. The Ethics Commission will provide the list to the Commission Advocate who may initiate complaint proceedings against any lobbyist for failure to file an expenditure report and/or pay assessed fines.

Appeals

a) Any lobbyist may appeal a fine and request a hearing before the Ethics Commission by filing an appeal with the Ethics Commission within fifteen days receipt of the Notice of Violation. Late fees will continue to accrue after an appeal unless the required forms are filed.

b) The lobbyist must mail or fax a letter to the Executive Director of the Ethics Commission stating the reasons for the appeal. The lobbyist must include in his or her notice of appeal any request for a hearing before the Ethics Commission. The lobbyist must attach any documentation or evidence for consideration by the Ethics Commission in making a determination on the appeal at the time the notice of appeal is filed.

c) The Ethics Commission may delegate determinations of appeals without a request for hearing to Commission staff. The staff may have the authority to waive fines in whole or part for good cause shown.

Any determinations by staff must be ratified by the Ethics Commission or a committee appointed by the Chair.

d) A hearing on an appeal under this ordinance may be heard by a committee appointed by the Chair or the Ethics Commission as a whole. The Ethics Commission may waive any fines, in whole or part, for good cause shown.

Contingency Fees

a) After May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeable will be heard or reviewed by the County Commission or a County board or committee.

Departmental Responsibilities

a) All departments and agencies must maintain a visitor log for anyone seeking to do business with the department or agency or seeking administrative action from the department or agency. The log should include information regarding the name of the visitor, the staff person or persons visited and the purpose of the visit (i.e. name of matter or agenda item number).

b) All elected officials, board members and employees shall be diligent to ascertain whether persons appearing before them have registered as lobbyists. County personnel may check on a lobbyist's status through the Lobbyist Registration section of the Metronet or by calling the Clerk of the Board of County Commissioners. Elected officials, board members and employees may not knowingly permit a person who is not registered to lobby them regarding an issue.

Penalties for Lobbying Violations

a) The Ethics Commission may prohibit any lobbyist who commits a lobbying violation from lobbying before the Board of County Commissioners or any committee, board or personnel of the Miami-Dade County for a period of:

- 1) ninety days following determination of the first violation;
- 2) one year following determination of the second violation and
- 3) five years from determination of the third violation.

b) Any lobbyist who commits a lobbying violation is also subject to a two hundred and fifty-dollar fine for the first violation and a five hundred-dollar fine for the second violation.

c) The County Manager or the Board of County Commissioners may void any contract where a lobbying violation has occurred.

For more information, please review Miami-Dade County Ethics Commission website at: www.miamidade.gov/ethics/

APPENDIX 2 STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

- (b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled “Surety Companies Accepted on Federal Bonds”, published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

- (d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- (e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

"A claimant, except a laborer, who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

EXHIBIT A