



ALTERNATIVE CONTRACT
SOURCE PROCESS –
CONSTRUCTION PROJECT OF
THE MENTAL HEALTH
DIVERSION FACILITY



FEBRUARY 26, 2018
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A. ALTERNATIVE CONTRACT SOURCES PROCESS

As noticed in the “Agency Decision” posted on the South Florida Behavioral Health Network (SFBHN) website on February 13, 2018, SFBHN has elected to use an Alternative Contract Source process for Phase II of the construction project described in the Request for Qualification released on December 18, 2017.

B. ELIGIBLE APPLICANTS

Pre-Qualified General Contractor’s resulting from the Request for Qualification for Construction Services – Mental Health Diversion Facility process, released on December 18, 2017 (RFQ).

C. DETERMINATION OF FUNDING AND SCOPE OF WORK

Funding for the Mental Health Diversion Facility project is subject the availability of funds. SFBHN reserves the right to make all final decisions with respect to the amount of funding awarded to the successful bidder.

SFBHN reserves the right to make all final decisions to the deliverables to be included in the contract resulting from the RFQ and this Alternative Contract Sources (ACS) process.

D. COST AND EXPENSES OF BIDDERS

All costs and expenses incurred by a Pre-Qualified General Contractor in the preparation and delivery of its responses to this ACS, in providing any additional information necessary for the evaluation of its responses to this ACS will be borne solely by the Pre-Qualified General Contractor.

E. PHASE I – REQUEST FOR QUALIFICATION PROCESS

Pre-Qualified General Contractors are bound by their responses submitted in the RFQ phase of the procurement process.

F. PHASE II – ALTERNATIVE CONTRACT SOURCES (ACS) PROCUREMENT PROCESS OVERVIEW

1. The Pre-Qualified General Contractors’ responses to the questions listed in **Section T, Narrative Responses**, will be reviewed by the Evaluation Team for review;

2. Following the review of the responses, all three pre-qualified general contractors will be invited to an interview with the Evaluation Team;
3. Based on the responses provided by the pre-qualified general contractors during the Request for Qualification phase (Phase I), the responses to the ACS and the interviews, the Evaluation Team will recommend two (2) competitors who will enter into negotiations with SFBHN for a final contract award.
4. Upon completion of those negotiations, SFBHN will grant the award to one (1) general contractor.

G. NEGOTIATION PROCESS

SFBHN will enter negotiations with the top ranked competitor as recommended by the Evaluation Team and offer contract award. Should negotiations with the top-ranked competitor be unsuccessful, SFBHN will enter into negotiations with the second finalist. SFBHN reserves the right to go back the top ranked competitor to resume negotiations should negotiations with the second finalist be unsuccessful.

H. ACCEPTANCE / REJECTION OF RESPONSES/ RECEIPT STATEMENT

1. Response Deadline

SFBHN must receive responses to the questions provided in **Section T, Narrative Responses** no later than at the date and time as specified in the timetable in **Section S, Schedule of Activities and Timelines**. The responses are to be sent via E-mail to the Procurement Manager, Jessica Rodriguez at jrodriguez@sfbhn.org.

Responses received after the deadline will be considered a fatal flaw and the application will be disqualified and rejected in writing by the Procurement Manager. Untimely submission of responses to this ACS are not subject to the protests, appeals, and disputes process; protests, appeals, and disputes are limited to procedural grounds. It is the sole responsibility of the bidder to ensure that the responses to this ACS was received on time by the Procurement Manager or designee.

SFBHN may extend, but is under no obligation to do so, the response deadline for such period of time as SFBHN deems appropriate.

2. Receipt Statement

A confirmation e-mail will be provided by the Procurement Manager, or designee, within twenty-four (24) hours of receipt to the responses. SFBHN will not extend the deadline for submission of the responses to the ACS due to technical glitches. Bidders are encouraged to submit the responses to the ACS at least 48 hours in advance of the deadline to avoid any such complications.

3. Right to Reject Responses

At its sole discretion, SFBHN reserves the right to reject any and all responses received with respect to the ACS at any time even after an award. Responses not received according to the instructions of the ACS will be considered a fatal flaw and the application will be disqualified and rejected. Responses received after the deadline will be disqualified and rejected.

4. Right to Waive Minor Irregularities

At its sole discretion, SFBHN reserves the right to waive minor irregularities when to do so is in the best interest of the community and/or SFBHN. At its sole discretion, SFBHN may allow a bidder to correct minor irregularities but is under no obligation to do so.

5. Request for Additional Information / Clarification

During the evaluation of responses, SFBHN, at its sole discretion, may request that any Pre-Qualified General Contractor provide further clarification of any part of its responses prior to the scheduled interviews, but is under no obligation to do so. SFBHN may disqualify the relevant Pre-Qualified General Contractor if the clarification reveals:

- a. That information contained in the RFQ Submission provided in Phase I or any responses submitted to SFBHN is materially inaccurate; or
- b. Information that may materially adversely affect the ability of the Pre-Qualified General Contractor making the relevant responses to deliver the Project.

I. WITHDRAWAL OF THE ACS PROCESS

SFBHN may, at its sole discretion, reject any and all, or parts of any and all responses even after an award; accept parts of any and all responses; further negotiate project scope (s) and budget (s); postpone or cancel at any time (even after an award) this ACS; or waive irregularities in this ACS or responses received as a result of this process, but is under no obligation to do so. SFBHN

reserves the right to request and evaluate additional information from any applicant after the submission deadline as SFBHN deems necessary, but is under no obligation to do so.

J. CHANGES TO BIDDERS

Should there be a material change in the Pre-Qualified General Contractor's infrastructure that may have caused a material adverse impact on the ability of the Pre-Qualified General Contractor to carry out the Project, the bidder must notify SFBHN in writing by hand delivery to the Procurement Manager, or designee, within five (5) working days of any such addition, deletion or change. SFBHN has the right to disqualify any such Pre-Qualified General Contractor and/or to reject the responses of any such Pre-Qualified General Contractor if SFBHN considers that the addition, deletion or change may have a material adverse impact on the ability of the Pre-Qualified General Contractor to carry out the Project.

K. EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Pre-Qualified General Contractor is responsible for ensuring that it has all of the information necessary to respond to this ACS and for independently informing and satisfying itself with respect to the information contained in this ACS, and any conditions that may in any way affect its responses to this ACS.

L. SFBHN's RIGHT TO VERIFY

SFBHN, at its sole discretion, may independently verify any information in any responses provided by a Pre-Qualified General Contractor's. SFBHN has the right to disqualify any Pre-Qualified General Contractor and/or to reject the responses of any Pre-Qualified General Contractor whose responses to this ACS contains any false or misleading information. SFBHN also has the right to disqualify any Pre-Qualified General Contractor and/or to reject the responses to this ACS by any Pre-Qualified General Contractor's, who, in SFBHN's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the evaluation of the relevant Pre-Qualified General Contractor's response to this ACS.

M. RIGHTS OF SFBHN

Notwithstanding anything else in this ACS, SFBHN has the right to change the dates, annex, deadlines and requirements described in this ACS, to reject any or all responses/submissions, to disqualify any Bidder, to change the limits and scope of the procurement process and/or Project, to cancel this ACS and/or Project or to elect not to proceed with the procurement process and/or Project for any reason whatsoever, without incurring any liability for costs and damages incurred by any Bidder.

N. FAILURE TO COMPLY

Failure to comply with any requirements of this ACS may result in disqualification of the Bidder and/or the rejection of its response/submission.

O. NOTICE OF CONTRACT AWARD

At SFBHN's sole discretion, the resulting contract will be awarded to the responsive general contractor whose application (includes responses submitted in the RFQ phase and responses submitted for this ACS) is determined to be the most advantageous to the community and SFBHN. The contract award shall be based on the recommendation made by the SFBHN President/CEO. Final recommendations for contract awards are presented to the Board of Directors. The Board of Directors will make the final determination for funding based on the recommendations made by the evaluation team, validation of materials, and results of the negotiations held between the successful bidder with SFBHN. The Board of Directors will accept, alter, or reject the recommendations as necessary. The procurement file shall contain documentation supporting the basis on which the award is made.

P. SUBCONTRACTORS

The successful bidder agrees to adopt the applicable terms and conditions of the State of Florida and Miami-Dade County contracts with SFBHN, and any documents referenced in these contracts, the RFQ, this ACS, and of the resulting contract to all subcontracts.

Q. COMPLAINTS

Any complaints of underpayment by the workers should be filed with, the President and CEO of South Florida Behavioral Health Network:

7205 N.W. 19th Street Suite 200
Miami, Florida 33126

The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within 30 calendar days shall constitute a waiver of the contractors or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

South Florida Behavioral Health Network may withhold from the contractor so much accrued payments as may be considered necessary by SFBHN to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found.

Neither the contractor, nor subcontractor on the project, may terminate an employee performing work on the project because of such employee's filing a complaint regarding underpayment of wages or benefits.

R. PROTESTS, APPEALS, AND DISPUTES

Protests, appeals, and disputes relating to this ACS are limited to procedural grounds.

Protests, appeals, and/or disputes will not be entertained on the decisions made by SFBHN or its Board of Directors.

Issues Causing Protest. Pursuant to subsection 120.57(3)(b), Florida Statutes (F.S.), any person or firm who has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a written notice of protest with the contact person listed in the solicitation document within 72 hours after the posting of the solicitation or of the notice of the department's decision or intended decision, [subsection 120.57(3)(b), F.S.]

Filing the Protest. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours after the posting of the notice of solicitation or decision or intended decision. When filing the protest the following requirements must be adhered to:

- a) In the computation of the 72-hour time frame for filing of a protest, Saturdays, Sundays and state holidays are excluded. The contract manager must insure that the date and time of posting are documented in the contract file. (Posting on a Monday or Tuesday eliminates the need for a weekend exclusion.) Failure to timely file a notice of intent to protest shall constitute a waiver of proceedings under Chapter 120, F.S.
- b) A formal protest must be filed with the contact person listed in the solicitation. The formal protest must be: [subsection 120.57(3)(b), F.S., 287.042(2)(c), F.S.]

(1) In writing; and,

- (2) Filed within ten (10) days after filing of the notice of protest.
 - (a) No time will be added to the above time limits for mail service.
 - (b) The 10-day period includes Saturdays, Sundays, and state holidays, as designated in section 110.117, F.S.
 - (c) If the last day of the 10-day period is a Saturday, Sunday, or state holiday, as designated in section 110.117, F.S., the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday, as designated in section 110.117, F.S.
 - (d) Failure to file a protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, F.S.
- (3) In substantially the same form as a petition in accordance with Rule 28-110.004, Florida Administrative Code (F.A.C.), stating with particularity the facts and law upon which the protest is based.
- (4) Accompanied by a bond payable to SFBHN and deposited in an escrow account.
 - (a) In lieu of a bond, a cashier's check, official bank check, or money order in the amount of the bond may be submitted to the contact person.
 - (b) Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

Posting Bond for Protest Filed. Any person who files an action protesting a decision or intended decision pertaining to contracts administered by SFBHN on behalf of the department must comply with the following requirements pursuant to subsections 120.57(3)(b), and 287.042(2)(c), F.S.

- a. When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of SFBHN's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, SFBHN shall estimate the contract amount based on factors including, but not limited to, the following:
 - (1) The price of previous or existing contracts for similar or contractual services.
 - (2) The amount allocated by the Department for the services to be provided.

b. Protest Resolution

- (1) Protests are submitted first to the SFBHN President/CEO for resolution
- (2) SFBHN President/CEO submits resolution to the President of the Board for approval.

The formal protest must be filed with the Procurement Manager:

Jessica Rodriguez, Procurement Manager
South Florida Behavioral Health Network, Inc.
7205 Corporate Center Drive, Suite 200
Miami, Florida 33126

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S. SCHEDULE OF ACTIVITIES AND TIMELINES

Any changes to these activities, dates, times or locations, will be accomplished by addenda. All times refer to Eastern Standard Time.

Phase II – Alternative Contract Sources (ACS)			
Component	Anticipated Date	Time	Information
Release of ACS	2/26/2018	By 5:00 P.M. [EST]	Posted on the SFBHN Website and sent via E-mail from the Procurement Manager to the Pre-Qualified General Contractors
ACS written inquiries due	3/13/2018	By 4:00 P.M. [EST]	Attn: Jessica Rodriguez, Procurement Manager, E-mail: jrodriguez@sfbhn.org Subject Line: “ ACS Written Inquiries ”
Posting of responses to ACS written inquiries	3/19/2018	By 4:00 P.M. [EST]	Posting on South Florida Behavioral Health Network website: www.sfbhn.org
Responses to ACS due	3/26/2018	Between 9:00 A.M. - 3:00 P.M. [EST]	Attn: Jessica Rodriguez, Procurement Manager, E-mail: jrodriguez@sfbhn.org Subject Line: “ ACS Responses ”
Review of Responses by Evaluation Team	3/27/2018 to 3/30/2018	As scheduled	South Florida Behavioral Health Network, Inc. 7205 Corporate Center Drive, Suite 200 Miami, FL 33126
Interviews with Pre-Qualified General Contractors	4/4/2018 to 4/6/2018	As scheduled	South Florida Behavioral Health Network, Inc. 7205 Corporate Center Drive, Suite 200 Miami, FL 33126
Posting of Intent to Negotiate	4/10/2018	By 4:00 P.M. [EST]	Posting on South Florida Behavioral Health Network website: www.sfbhn.org
Negotiations begin	4/16/2018	As scheduled	Posting on South Florida Behavioral Health Network website: www.sfbhn.org
Notification of successful bidder	5/11/2018	By 4:00 P.M. [EST]	Posting on South Florida Behavioral Health Network website: www.sfbhn.org
Execution of Project agreements and commencement of construction	6/1/2018	N/A	South Florida Behavioral Health Network, Inc. 7205 Corporate Center Drive, Suite 200 Miami, FL 33126

T. NARRATIVE RESPONSES

1. Please provide percentage estimates for the following management fees and administrative costs:
 - a. Overhead
 - b. Profit
 - c. Bond rate
 - d. Insurance
2. Please provide per hour wage rate, per hour health benefit, and per hour pension benefit for personnel by category/trade/work level classification.
3. Please provide anticipated labor/personnel for each phase of the project and duration.
4. Please provide anticipated schedule for the project and phase durations.
5. Please provide proposed scope of work and duration for preconstruction phase.
6. Please provide proposed value engineering cost sharing percentages (% for CM & % for Owner).

Please note:

1. Prevailing wages do not apply to this project.
2. Green Business Certification Inc. (GBCI) and Leadership in Energy and Environmental Design (LEED) certification will not be required for this project; however, the selected general contractor is expected to follow all specifications for green and sustainable building practices included within the construction documents.
3. The interview process will consist of presentation of information included in the RFQ submission, RFQ Evaluation Team questions, and responses to this ACS. In addition, respondents may address any additional information or supplemental items relevant to their ability to successfully carry out the project. Total presentation time cannot exceed a maximum of 30 minutes. The 30-minute interview will be divided as described below:
 - 5 minutes for company overview;
 - 15 minutes on information requested in the RFQ/ACS;
 - 10 minutes for any additional information bidder would like to present.

Alternative Contract Sources

Construction Project of the Mental Health Diversion Facility

ATTACHMENT I – COVER PAGE

Please complete and submit with your response

Company Name: _____

Contact Information

Contact Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone 1: _____

Telephone 2: _____

Email Address: _____

Authorized Contract Signer: _____

Authorized representative certifies the accuracy and completeness of the statements contained in the application and agrees to accept the obligation to comply with the award terms and conditions.

Name of Authorized Contract Signer: _____

Title: _____ Date: _____