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**Invitation to Negotiate 2023-300-01**

**for**

**External Quality Review Organization (EQRO) and Consulting Services**

**Proposals Due April 14, 2023**

Florida Healthy Kids Corporation

1203 Governor’s Square Boulevard, Ste. 400

Tallahassee, FL 32301

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# Introduction

## Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested vendors to submit a proposal to this “Invitation to Negotiate “(ITN). The purpose of this ITN is to explore the various questions identified in this ITN and to determine through the procurement process the EQRO best qualified to provide the specified External Quality Review Organization and Consultant Services (“Services”).

FHKC is a private, not-for-profit organization created by the Florida Legislature in Section 624.91, Florida Statutes, to ensure the availability of child-centered health and dental plans that provide comprehensive, quality health care services for Florida children.

## Procurement Overview

To be considered Responsive, a Respondent submitting a proposal to this ITN must comply with all instructions and requirements for information and documentation and provide complete responses to inquiries, the technical response, and the cost proposal.

A Respondent’s proposal to this ITN and the submission of any subsequent formal proposal(s) or best and final offer(s) indicates Respondent’s understanding and agreement to all terms, conditions, requirements, funding contingencies, and procurement rights of FHKC stated in this ITN.

### Award Intent

FHKC intends to recommend the award of a Contract to the Responsible and Responsive Respondent that presents the Best Value to FHKC for EQRO services.

The award recommendation must be approved by the FHKC Board of Directors or its Executive Committee of the Board.

### Funding

The award of any Contract under this ITN or any future Contract Renewal(s) is contingent upon annual appropriation from the Florida Legislature and federal funding under Title XXI of the Social Security Act.

## Program Overview

FHKC provides a subsidized plan for children age 5 through end of age 18 whose families have an income between 133 percent to 200 percent of the federal poverty level and a full-pay plan for children whose families exceed the income eligibility for CHIP. FHKC contracts with health and dental Plans on a capitated rate basis. Currently, there are three health Plans (two statewide, one only available in certain regions) and three dental Plans (all available statewide). As of January, 2023 approximately 101,682 children were enrolled in Florida Healthy Kids.

## Definitions, Acronyms, and Terms

Capitalized words and acronyms used but not otherwise defined in this ITN document shall have the same meaning as those terms and acronyms set forth in *Attachment 1: Draft Contract*, Section 1.2 Definitions and Section 1.3 Acronyms, respectively, attached to this ITN.

For purposes of this ITN, the following definitions apply:

**“Best Value”**: the highest overall value to FHKC based on price, quality, and any other factors pertaining to the services sought by this ITN and is therefore most advantageous to FHKC.

**“FHKC Intended Decision”**:

1. Issuance of ITN specifications or addenda;
2. Notice of Contract Award;
3. Withdrawal of the solicitation; or
4. Rejection of all proposals.

**“File”**: to submit to FHKC by email to [IssuingOffice@healthykids.org](file:///C:\Users\boatwrightp\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\GBJ087BU\IssuingOffice@healthykids.org)

**“Invitation to Negotiate”** or “**ITN”**: this solicitation, including all attachments, appendices, and addenda, for competitive, sealed proposals to select one or more Respondents with which to commence negotiations for the procurement of Services.

**“Notice of Contract Award”**: the final decision by the FHKC Board of Directors or its Executive Committee to award the Contract.

**“Post”**, “**Posted”**, or “**Posting”**: in reference to the solicitation procedures of this ITN means the noticing on FHKC’s designated website, <https://www.healthykids.org/news/calendar/procurement/>, of FHKC Intended Decisions or any other matters relating to this procurement.

**“Public Records Request”**: a request for documents, Data, or records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority.

**“Responsible”**: a vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

**“Responsive”**: in reference to a proposal means a proposal submitted by a Respondent that conforms in all material respects to the solicitation. In reference to a Respondent, responsive means a Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

**“Security Incident”**: the attempted or successful unauthorized Access, use, disclosure, modification, or destruction of information or unauthorized interference with business or system operations and includes any event resulting in computer systems, networks, or Data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.

## Anticipated Contract Term

FHKC anticipates that the Contract will be executed by July 2023, allowing the successful Respondent up to six months to implement the Services on January 1, 2024. It is anticipated that the Contract will provide for an initial term of five years, starting from the Effective Date, and a renewal term for a period of up to three years at FHKC’s sole discretion; however, negotiations may lead to shorter or longer initial and/or renewal terms.

## Calendar of Events and Deadlines

An anticipated calendar of events and deadlines is established below for this ITN process. FHKC, in its sole discretion, may modify any of the deadlines. ITN addenda and the Notice of Contract Award will be Posted to <https://www.healthykids.org/news/calendar/procurement/>.

|  |  |  |
| --- | --- | --- |
| **Event** | **Anticipated Dates** | **Time (Eastern)** |
| FHKC releases this ITN | March 10, 2023 |  |
| Respondent deadline to submit questions regarding the ITN via email to the issuing office | March 17, 2023 | 5:00 p.m. |
| FHKC Posts answers to Respondents’ questions at [https:/www.healthykids.org/news/calendar/procurement/](https://www.healthykids.org/news/calendar/procurement/) | March 24, 2023 |  |
| Respondent deadline to submit Letter of Intent | March 29, 2023 | 5:00 p.m. |
| Respondent Proposals due to FHKC | April 21, 2023 | 5:00 p.m. |
| Evaluations | April 24, 2023 – May 24, 2023 |  |
| Negotiations | June 5, 2023 – July 21, 2023 |  |
| Notice of Contract Award – Public Meeting | August 10, 2023 |  |
| Effective Date | January 1, 2024 | 12:00 a.m. |

# Scope Overview and Goals of the ITN

## Scope Overview

This ITN is issued for Services as described in *Attachment 1: Draft Contract*. The Effective Date for the Contract awarded under this ITN is January 1, 2024. In summary, the Services the EQRO will provide include the following:

1. CMS External Quality Review Protocol 1: Validation of Performance Improvement Projects, as published in October 2019, or its successor(s);
2. CMS External Quality Review Protocol 2: Validation of Performance Measures, as published in October 2019, or its successor(s);
3. CMS External Quality Review Protocol 3: Review of Compliance with Medicaid and CHIP Managed Care Regulations, as published in October 2019, or its successor(s);
4. Validation of Network Adequacy, or CMS External Quality Review Protocol 4: Validation of Network Adequacy once published;
5. CMS External Quality Review Protocol 5: Validation of Encounter Data Reported by the Medicaid and CHIP Managed Care Plan, as published in October 2019, or its successor(s);
6. Managed Care Plan training related to the external equality review protocols and other quality-related topics;
7. Consultant services for health or dental ITNs, particularly network adequacy, and other MCO-related consultant services;
8. CMS External Quality Review Protocols 6-10, as published in October 2019, or their successor(s), if requested by FHKC; and
9. Audit services, if requested by FHKC.

## Questions Being Explored and Facts Being Sought

*Respondents are not to respond directly to these questions*. FHKC will use the information obtained throughout this ITN process to assist in developing opinions and positions regarding the following questions:

1. How can Respondent help drive quality improvement in the program?
2. How can FHKC be assured that Respondent will provide the most efficient and cost-effective administration of Services without compromising service level quality?
3. How can FHKC best ensure flexibility for future program changes?
4. What value propositions can Respondent offer that are in the best interest of the program?

## Goals of the ITN

To meet its needs, FHKC intends to ensure Best Value to FHKC by achieving the following goals through this competitive solicitation:

1. Promote the best possible service quality in the most efficient and cost-effective manner;
2. To establish a Contract promoting cost efficient and prudent administration of EQRO Services;
3. To establish a Contract for creative consulting Services to help drive healthcare quality improvement for the Program; and
4. To establish a flexible Contract that provides the ability to effectuate potential, future policy and Program changes, e.g., changes to MCOs.

# General Instructions to Respondent

## Process Overview

FHKC intends this ITN process to include an evaluation phase and a negotiation phase.

During the evaluation phase, the Responsive technical proposals will be evaluated and scored pursuant to Section 6: Evaluation of Proposals to determine those proposals that fall within the competitive range reasonably susceptible of award. Proposals within the competitive range will advance to the negotiation phase.

The negotiation phase involves FHKC’s negotiations with the Respondents. During the negotiation phase, the negotiation team may invite one, some, or all Respondents within the competitive range reasonably susceptible of award to negotiations and request revised proposals and/or best and final offers based on the negotiations. The negotiation team may also cease negotiations with a Respondent at any time during the negotiation phase. Final Contract terms will be established with the selected Respondent during the negotiation phase.

Upon conclusion of the negotiation phase, the negotiation team intends to recommend to the FHKC Board of Directors or its Executive Committee an award of Contract, identifying the Respondent that provides the Best Value. The FHKC Board of Directors or its Executive Committee shall determine the final Contract award, after which the Notice of Contract Award will be Posted.

Respondents that are not Responsive or Responsible, not selected for negotiations, or with whom the negotiation team ceases negotiations will not be formally eliminated from the ITN process until the FHKC Board of Directors or its Executive Committee issues the final Contract award.

## Proposals

Proposals should be submitted in complete form and pursuant to all terms and conditions as required in this ITN. FHKC may contact individual Respondents to clarify any point regarding their proposals or to correct minor discrepancies; however, FHKC is not obligated to accept any proposal modification or revision after the proposal submission date.

Except for submitting proposed Contract language as allowed in Section 4, Tab E: Proposed Revisions to Draft Contract, a proposal containing conditions, caveats, or contingencies for acceptance of the terms of this ITN will not be considered and may be disqualified without further consideration or opportunity for modification or clarification by Respondent.

## Single Point of Contact and Cone of Silence

This procurement process will be under a cone of silence between the release of the ITN and the end of the 72-hour period following the Posting of the Notice of Contract Award, excluding Saturdays, Sundays, and FHKC holidays.

FHKC holidays for 2023 include:

|  |  |
| --- | --- |
| **Monday, January 2** | **New Year’s Day (observed)** |
| **Monday, January 16** | **Martin Luther King Jr. Day** |
| **Friday, April 7** | **Spring Holiday** |
| **Monday, May 29** | **Memorial Day** |
| **Monday, July 3** | **Office Closure** |
| **Tuesday, July 4** | **Independence Day** |
| **Monday, September 4** | **Labor Day** |
| **Friday, November 10** | **Veterans Day (observed)** |
| **Thursday & Friday, November 23 & 24** | **Thanksgiving Holidays** |
| **Monday, December 25** | **Christmas Day** |
| **Tuesday, December 26** | **Office Closure** |

During the cone of silence, Respondents or persons acting on their behalf may only contact FHKC regarding this procurement by emailing the issuing office at [IssuingOffice@healthykids.org](file:///C:\Users\boatwrightp\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\GBJ087BU\IssuingOffice@healthykids.org) or during scheduled negotiation sessions. The subject line for each email must contain the ITN number (ITN 2023-300-01). No faxes or telephone calls will be accepted.

During the cone of silence, Respondents or persons acting on their behalf may not contact any FHKC employee, Board of Directors member, or committee member, including ad-hoc member, (see Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations); any employee of the executive branch of the State of Florida; or any employee of the legislative branch of the State of Florida concerning any aspect of this solicitation. Violation of this provision may be grounds for rejecting a proposal.

Any contact by an agent of a Respondent, including an affiliate, a person with a relevant business relationship with the Respondent, or an existing or prospective Subcontractor to a Respondent, will be presumed to be on behalf of a Respondent unless otherwise demonstrated.

## Order of Precedence

All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the following order of precedence:

* Except as otherwise specified in this paragraph, ITN 2023-300-01 including all addenda, if any, in reverse order of Posting by date on the Florida Healthy Kids website;
* *Attachment 1: Draft Contract*;
* The attachments to *Attachment 1: Draft Contract*; and
* ITN 2023-300-01 Appendix B: Additional Instructions to Respondents.

## Letter of Intent

Respondents intending to submit proposals must email a Letter of Intent to IssuingOffice@healthykids.org by the time and date indicated in Section 1.F: Calendar of Events and Deadlines. The Letter of Intent must:

* Clearly identify the Respondent;
* Provide a contact name and contact information, including mailing address; email address; and preferred telephone number for the person (e.g., executive officer or designee) responsible for the proposal;
* Provide an alternate contact name and corresponding contact information;
* Provide the name and contact information for the person(s) responsible for accessing the secure, FHKC SharePoint site (called Secure Partner Connect) (see Section 4.B: Submission of Proposal); and
* Include the signature of an executive officer representing the Respondent on the organization’s letterhead.

## Questions Regarding the ITN

Respondents may submit written questions concerning the ITN to the issuing office by email at IssuingOffice@healthykids.org. The deadline for submitting questions is in Section 1.F: Calendar of Events and Deadlines.

Respondents must submit all questions using the following format:

|  |  |  |  |
| --- | --- | --- | --- |
| Respondent (Company) | | | |
| # | Document (e.g., ITN, *Attachment 1*) | Document Page # | Question |
|  |  |  |  |

Responses to all written questions received by the deadline and any resulting revisions to the ITN will be Posted to <https://www.healthykids.org/news/calendar/procurement> for all Respondents to view. FHKC may consider questions received after the deadline and/or Post any such questions and answers at its own discretion.

During the question-and-answer period, FHKC will consider written requests for any information not included with this ITN. All attempts to satisfy reasonable requests for information will be made by FHKC. If FHKC determines such information would be beneficial, the information will be Posted on FHKC’s website at https://www.healthykids.org/news/calendar/procurement or otherwise provided to the Respondents that submitted a Letter of Intent.

## Public Records

Absent exemption, all documents and records submitted, received, or developed during this procurement process will become publicly available upon conclusion of the procurement process. Such documents and records include all elements of any document or record submitted by Respondents, the selection criteria, scoring system, materials developed by FHKC or its consultants, and results of this ITN.

Information contained in any document or record submitted, received, or developed during the procurement process is not available to the public or any Respondent until the ITN process is concluded and the Contract has been awarded.

### Information Exempt from Disclosure

If a Respondent asserts that **any portion of any document or record** submitted by the Respondent during the procurement process contains Confidential Information, the Respondent **must** take the following steps to protect the Confidential Information:

1. Respondent shall submit a non-redacted copy of the document or record as follows:
   1. For every page containing trade secret information, Respondent shall mark such page “trade secret” in red font, followed by the statutory basis for such claim. For example, “trade secret pursuant to Section 812.081, Florida Statutes.”
   2. For every page containing information that is not trade secret but is otherwise not subject to disclosure shall be marked “exempt” in red font, followed by the statutory basis for such claim. For example, “exempt pursuant to Section 119.071(3)(b), Florida Statutes.”
2. In addition, Respondent shall submit a separate, redacted copy of the document or record as follows:
   1. The redacted document shall contain the solicitation name, number, and the Respondent’s name and shall be clearly titled “Redacted Copy.”
   2. Documents provided electronically shall contain “REDACTED” at the end of the file name.
   3. Redacted copies should only contain redactions of those portions of material the Respondent claims contain Confidential Information. See Section 4: Submission Requirements.

A Respondent may **not** redact the entirety of its proposal, and FHKC may reject a proposal that is so marked.

### FHKC’s Response to Public Records Requests

If a Public Records Request is submitted to FHKC for any document or record submitted by a Respondent during this solicitation, FHKC is authorized to release the redacted document or record without conducting any pre-release review of the redacted document or record or notifying the Respondent.

Failure to identify, mark, or properly redact such portions of a document or record as directed in Section 3.G.1: General Instructions to Respondents, Public Records, shall constitute a waiver of any claimed exemption. **IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY OF ANY DOCUMENT OR RECORD, OR PORTIONS THEREOF, FOLLOWING THE INSTRUCTIONS SET FORTH IN THIS ITN, FHKC IS AUTHORIZED TO RELEASE THE DOCUMENT OR RECORD IN RESPONSE TO A PUBLIC RECORDS REQUEST WITHOUT NOTIFYING THE RESPONDENT.** FHKC will not attempt to discern which elements a Respondent was attempting to protect from disclosure.

In the event of a Public Records Request seeking Confidential Information, FHKC will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to assert the information in question is exempt from disclosure under chapter 119, Florida Statutes, or other applicable law. If FHKC becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, FHKC shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its proposal or other documents are confidential, proprietary, trade secret, exempt, or otherwise not subject to disclosure. FHKC will not engage in any independent review or determination as to whether redacted or non-redacted information is Confidential Information.

### Indemnification

Respondents that fail to identify Confidential Information as directed herein acknowledge and agree to waive any right or cause of action, civil or criminal, against FHKC, its employees, and its representatives for the release or disclosure of such information not so identified. Respondents acknowledge and agree to protect, defend, and indemnify FHKC for any and all assertions, suits, proceedings, or claims arising from or relating to Respondent’s claim that its proposal or other documents are trade secret, confidential, or otherwise not subject to disclosure to the third party. FHKC may use counsel of its choosing to defend any claims, and the Respondent shall promptly pay FHKC’s invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

## Special Accommodation

Any person requiring a special accommodation because of a disability should notify the procurement office at <mailto:IssuingOffice@healthykids.org> at least five Business Days before the scheduled event.

## Cost of Preparation

FHKC is not liable for any costs incurred by Respondents in responding to or participating in this ITN.

## Receipt of Proposals

Delivery or transmittal of documents or information to FHKC are exclusively the responsibility of Respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by Respondents.

## Firm Proposal

By submitting a proposal, Respondents acknowledge and agree their proposals shall remain firm and shall not be withdrawn until the resulting Contract is executed. However, Respondents may request to withdraw proposals within three Business Days after the due date for proposals provided in Section 1.F: Calendar of Events and Deadlines. FHKC may approve such requests upon proof of the impossibility to perform based upon an obvious error as determined solely by FHKC.

## Use of Proposal Content

All materials produced to FHKC through this ITN become the exclusive property of FHKC and may not be removed by Respondents and will not be returned to Respondents. FHKC will have the right to use any or all ideas or adaptations of the ideas presented in the proposal. Selection or rejection of a Respondent for award will not affect this right.

## Subcontracting

The successful Respondent is fully responsible for all work performed under the resultant Contract of this solicitation. Respondents should carefully review the Subcontractor requirements of *Attachment 1: Draft Contract*.

Respondent must identify Subcontractors as required by Section 4, Tab C-7: Subcontractors. If Respondent needs to replace a Subcontractor prior to FHKC’s recommendation of award, the Respondent shall provide to the issuing office at [IssuingOffice@healthykids.org](file:///C:\Users\boatwrightp\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\GBJ087BU\IssuingOffice@healthykids.org) a request to substitute the Subcontractor and explain the basis for the substitution of the Subcontractor.

## Right to Inspect, Investigate, and Relay on Information

FHKC reserves the right to inspect Respondent’s facilities and operations, to investigate any Respondent representations, and to rely on information about a Respondent in FHKC’s records or known to its personnel in making its Best Value determination.

## ITN as Sole Solicitation Document

The ITN, including any addenda, provide the exclusive information and instructions for Respondents to submit proposals. Any other information regarding the submission of proposals provided to or received by a Respondent are not binding on FHKC, and Respondents should not rely on such information.

## Amendment of the ITN

FHKC reserves the right to amend any portion of the ITN at any time prior to the Notice of Contract Award. In any such event, all Respondents will be afforded an opportunity to revise their proposals to address ONLY the amendment, if in FHKC’s sole discretion, it determines such an amendment is necessary. Any amendment will be Posted to <https://www.healthykids.org/news/calendar/procurement>.

## Waiver of Minor Irregularities

FHKC reserves the right to waive minor irregularities when to do so would be in the best interest of FHKC and the Program. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the proposal or give the Respondent a substantial advantage over other Respondents and thereby restricts or stifles competition and does not adversely impact the interests of FHKC. At its option, FHKC may allow a Respondent to correct minor irregularities but is under no obligation to do so. In doing so, FHKC may request a Respondent to provide clarifying information or additional materials to correct the minor irregularity.

## Rejection of All Proposals

FHKC reserves the right to reject all proposals at any time, including after an award is made, when to do so would be in the best interest of FHKC or the Program, and by doing so, FHKC will have no liability to any Respondent.

## Withdrawal of ITN

FHKC reserves the right to withdraw the ITN at any time, including after an award is made, when to do so would be in the best interest of FHKC or the Program, and by doing so, FHKC will have no liability to any Respondent.

## Clarifications/Revisions

Any time before Contract award, FHKC reserves the right to seek clarifications or request any information deemed necessary for proper evaluation or review of proposals from any Respondent. Failure to provide requested information may result in rejection of the proposal.

## Reserved Rights After Notice of Award

FHKC reserves the right to withdraw or amend its Notice of Contract Award and re-open negotiations with any Respondent at any time prior to execution of the Contract.

## No Contract until Execution

An award, recommendation to award, or a Notice of Contract Award under this ITN shall not constitute or form any contract between FHKC and a Respondent. No contract shall be formed until such time as a Respondent and FHKC formally execute the Contract with requisite written signatures.

## Announcements and Press Releases

Any announcements or press releases regarding a Contract awarded under this ITN must be approved by FHKC prior to release.

## Filing a Protest

Any party withstanding to challenge the specifications or any addenda of this ITN, and any Respondent seeking to protest a Notice of Contract Award, withdrawal of the ITN, or rejection of all proposals, must comply with FHKC’s protest procedures set forth in Appendix C: FHKC Procurement Protest Procedures.

Questions or inquiries to the issuing office or to any FHKC personnel shall not constitute formal protest of the specifications or of the solicitation.

The failure of a party or a Respondent to timely File a notice of intent to protest, formal written protest, and/or protest bond as set forth in Appendix C: FHKC Procurement Protest Procedures shall constitute a waiver of the party’s or Respondent’s right to challenge the specifications or addenda of this ITN, Notice of Contract Award, withdrawal of the ITN, or rejection of all proposals.

If a protest may result in an interruption of service(s) to Enrollees, FHKC reserves the right, in its sole discretion, to extend an existing contract until a new contract can be executed.

# Submission Requirements

## Overview

Respondent’s proposal should provide a straightforward, concise description of Respondent’s ability to provide Services sought by this solicitation. Respondents must thoroughly address all stated components for each designated tab and identify any assumptions upon which the proposal is based. Respondents should consult the ITN and any designated statutes for additional information or guidance on each of the proposal components.

Each proposal must be provided in its entirety. The Respondent’s proposal may not apply any conditions or exceptions to any mandatory requirements of the solicitation.

Respondent is responsible for ensuring all elements of its proposal are provided in an organized and logical fashion. FHKC is not obligated to interpret any elements not clearly labeled or described.

When responding to specific questions or inquiries, Respondent must copy each question or inquiry in its entirety in the proposal. Copied questions and inquiries are counted toward the page limit, if any.

Proposal text must be blue or black and at least 11 pt. Calibri or Times New Roman font.

## Submission of Proposal

Each Respondent is responsible for submitting **all** copies of its proposal to FHKC by the time and date reflected in Section 1.F: Calendar of Events and Deadlines and in the manner specified herein. Proposals received after this date and time shall not be considered.

Respondent must upload electronic copies of the proposal to the folder labeled “[Respondent Name] ITN Proposal” on the Secure Partner Connect site. To enable such electronic proposal submissions, FHKC will establish access to the Secure Partner Connect site and send an invitation to the person or persons Respondent specifies in its Letter of Intent. At that time, Respondent will be asked to post a blank document with file name “Test” to ensure site access is functional.

The electronic copies to be uploaded are as follows:

1. One electric copy of the non-redacted proposal.
   1. All file names must include the ITN number, the Respondent’s name, and the document title (e.g., ITN 2023-300-01 Company A Proposal).
   2. The proposal shall be one document and include a table of contents with active links to each “tabbed” section, except the following shall be provided as separate files:

* Tab C-1: Corporate Profile
* Tab C-3: Financial Solvency
* *Attachment 3:* *Cost Proposal*
* Tab E: Proposed Revisions to Draft Contract

1. If applicable and as described in Section 3.G: General Instructions to Respondents, Public Records, one electronic redacted copy of the entire proposal (including all attachments) following the instructions in the bullets above. The file name must include the ITN number, the Respondent’s name, the document title, and “REDACTED COPY”; for example, ITN 2023-300-01 Company A Proposal REDACTED COPY.

All information received under this ITN is considered a public record, except as described in Section 3.G: General Instructions to Respondents, Public Records, and must not be password protected. Any such submissions may result in the rejection of the proposal at FHKC’s sole discretion and may not receive further consideration.

As a courtesy and not as an indication of “Responsiveness”, the issuing office will email a confirmation of receipt of the electronic proposal.

## Mandatory Responsiveness Requirements

Proposals or any portions thereof that do not offer required Services, fail to meet the minimum qualifications, do not meet FHKC’s goals, or otherwise fail to meet the submission requirements of this ITN may be considered non-Responsive and disqualified at FHKC’s sole discretion.

Each Respondent must submit its proposal by the date specified in Section 1.F: Calendar of Events and Deadlines as follows:

1. (i) One electronic, non-redacted copy; and (ii) one electronic, redacted copy (if applicable), all in the following format:

* **Tab A**: Introduction
* *Attachment 4: Proposal Cover Sheet*
* List of Public Records Request exemptions or statement of no exemptions
* Table of contents
* Executive summary
* *Attachment 7*: *Certification Regarding Lobbying*
* Copy of Respondent’s Letter of Intent
* **Tab B**: Minimum Qualifications
* Each minimum qualification copied and pasted without modification and with a response of “Yes” or “No”
* Copy of a Certificate of Status from the Secretary of State, Division of Corporations
* **Tab C-1**: Corporate Profile
* Response to corporate profile
* Draft implementation plan
* **Tab C-2**: *Attachment 2: Privacy and Security Questionnaire and Attestation*
* Completed form
* Copy of most recent third-party audit or certification
* **Tab C-3**: Financial Solvency
* Audited financial statements for the two most recent fiscal years (or two preceding if most recent not available) or documentation of an investment grade rating from a credit rating agency
* **Tab C-4**: Staffing
* Organizational charts
* Resumes
* Responses to questions
* Summary of key roles and duties anticipated for FHKC
* **Tab C-5**: *Attachment 5: Conflict of Interest Disclosure Form*
* Completed form
* **Tab C-6**: References
* Completed form for each of three references with whom the Respondent has worked within the last two years
* **Tab C-7**: Subcontractors
* Completed form for each proposed Subcontractor
* **Tab C-8**: *Attachment 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*
* Completed form
* **Tab D**: Technical Response
* Responses to items 1 through 18
* **Tab E**: Proposed Revisions to *Attachment 1: Draft Contract*
* Statement of whether revisions and/or comments are proposed

1. (i) One electronic, non-redacted copy and (ii) one electronic, redacted copy (if applicable) of *Attachment 3: Cost Proposal*.

All electronic copies, including attachments, must include the ITN number; Respondent's official and legal name; address; and contact information.

## Responding to this ITN

Respondent must prepare its proposal in the following format and order, in accordance with the instructions provided in each section. The proposal must be searchable PDF, and each “tabbed” section must be linked to the corresponding heading in the table of contents. Respondent must include the information required as follows:

##### Introduction

Respondent must include the following six documents in the order listed in Tab A:

1. *Attachment 4: Proposal Cover Sheet* completed in its entirety;
2. Proposal Use and Public Record Disclosure Exemption List identifying any content that Respondent claims (i) is protected under Florida law (see Section 3.L: General Instructions to Respondents, Use of Proposal Content) and/or (ii) is exempt from disclosure under chapter 119, Florida Statutes (see Section 3.G: General Instructions to Respondents, Public Records). Respondent must identify the section, page number, and paragraph of the information, the grounds for exemption, and statutory citation. If Respondent is not asserting any exemptions, a statement of understanding that any or all materials may be subject to public inspection at the conclusion of the procurement;
3. Table of contents for the entire proposal that links to each tab;
4. Executive Summary – Respondent must condense and summarize the contents of the proposal to the ITN, including a general description of how Respondent intends to offer the Services sought by this ITN (limit of up to three, single-sided pages);
5. *Attachment 7: Certification Regarding Lobbying*; and
6. A copy of Respondent’s Letter of Intent.

##### Minimum Qualifications

Respondent must meet the minimum qualifications below. Respondent also must:

* Reproduce verbatim both the statements and boxes for items 1 through 6 into its proposal; and
* Select either “Yes” or “No” for all items.

Respondent may be required to provide proof of “Yes” responses.

**Responses of “No,” deviations, and/or caveats to the minimum qualifications** shall result in the rejection of the proposal at FHKC’s sole discretion.

1. Respondent agrees to all terms as proposed under this ITN.

Yes No

1. Respondent confirms it will be able to provide all required Services pertaining to its proposal beginning on the Effective Date.

Yes No

1. Respondent confirms that by providing its cost proposal in *Attachment 3: Cost Proposal*, Respondent is offering firm fees for the Services required by this ITN.

Yes No

1. Respondent confirms it employs staff with experience and knowledge of at least the following:
   1. Medicaid or CHIP beneficiaries, policies, data systems, and processes;
   2. Managed care delivery systems, organizations, and financing;
   3. Quality assessment and improvement methods; and
   4. Research design and methodology, including statistical analysis.

Yes No

1. Respondent confirms its independence. The Respondent and its Subcontractors must be independent from the Florida Agency for Health Care Administration, the Florida Healthy Kids Corporation, and from the managed care organization (MCO), prepaid inpatient health plan (PIHP), prepaid ambulatory health plan (PAHP), or primary care case manager (PCCM) entities (described in 42 CFR 438.310(c)(2)) that they review. To qualify as “independent”:
   1. If Respondent is a state agency, department, university, or other state entity:
      1. May not have Medicaid purchasing or managed care licensing authority; and
      2. Must be governed by a Board or similar body, the majority of whose members are not government employees.
   2. An EQRO may not:
      1. Review any MCO, PIHP, PAHP, or PCCM entity, or a competitor operating in Florida, over which the EQRO exerts control or which exerts control over the EQRO (as used in this paragraph, “control” has the meaning given the term in 48 CFR 19.101) through:
         1. Stock ownership;
         2. Stock options and convertible debentures;
         3. Voting trusts;
         4. Common management, including interlocking management; and
         5. Contractual relationships.
      2. Deliver any health care services to Medicaid beneficiaries;
      3. Conduct, on the state’s behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) services, except for the related activities specified in 42 CFR §438.358;
      4. Review any MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) for which it is conducting or has conducted an accreditation review within the previous three (3) years; or
      5. Have a present, or known future, direct or indirect financial relationship with an MCO, PIHP, PAHP, or PCCM entity (described in 42 CFR §438.310(c)(2)) that it will review as an EQRO.

Yes No

1. Respondent confirms it is authorized and registered to do business in Florida.

Yes No

##### Profile of Respondent

**Tab C-1: Corporate Profile**

Respondent must provide a description of Respondent’s background information and its corporate profile, including any experience Respondent has conducting EQRO services for Medicaid or CHIP or similar activities for other sectors; whether Respondent is aware of any upcoming mergers or change in ownership or control; and whether Respondent has had any contracts terminated for cause in the last ten years. Respondent should limit this description to five single-sided pages.

In addition, Respondent must provide a draft implementation plan. At a minimum, Respondent must include deliverables, completion dates, and responsible parties for each task. This draft implementation plan will not be used as the final implementation plan but must be complete and accurate to the extent possible given Respondent’s current knowledge of FHKC and *Attachment 1: Draft Contract* and Respondent’s experience implementing similar projects. To submit the draft implementation plan, Respondent must create a folder named “[Respondent Name] Draft Plan” within Respondent’s folder on the Secure Connect site and upload the draft implementation plan into this folder as a PDF document. This draft implementation plan does not count towards the five single-sided page limit.

**Tab C-2: Privacy and Security Questionnaire and Attestation**

Respondent must complete in its entirety *Attachment 2: Privacy and Security Questionnaire and Attestation* and submit it in this tab.

**Tab C-3: Financial Solvency**

Respondent must provide documentation of the financial solvency of the organization (e.g., consolidated financial statement), including audited financial statements for the organization’s two most recent fiscal years. If the organization’s two most recent fiscal years ended within 120 Calendar Days prior to the proposal due date (in accordance with Section 1.F: Calendar of Events and Deadlines) and the last audited financial statement is not yet available, FHKC will consider the two immediately preceding fiscal years as the most recent. If financial statements for the organization’s two most recent fiscal years do not exist, Respondent must submit an audited financial statement that encompasses the organization’s two most recent fiscal years.

The audited financial statements must comprise the complete set of financial statements, including notes and disclosures; the auditor’s opinion letter; be certified by a Certified Public Accountant that the financial statements meet the requirements of the U.S. Generally Accepted Accounting Principles; and, if applicable, Form 10-k for any parent and subsidiary companies.

In lieu of audited financial statements, Respondent may provide documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.

**Tab C-4: Staffing**

Respondent must provide the following information for the positions and staff anticipated to support this Contract. If certain positions are not filled when Respondent submits its proposal, Respondent should provide a position description with the date the position is expected to be filled.

1. Corporate organizational chart of positions anticipated to support Contract implementation. This chart should include the following:
2. Name, position title, and role;
3. Hierarchies;
4. Anticipated number of staff in each role; and
5. Staff physical location, working hours, and percentage of time allocated to the Contract.
6. Corporate organizational chart of positions anticipated to support Contract after the Effective Date. This chart should include the following:
7. Name, position title, and role;
8. Hierarchies;
9. Anticipated number of staff in each role; and
10. Staff physical location, working hours, and percentage of time allocated to the Contract.
11. Resumes for key personnel described in *Attachment 1: Draft Contract Section 4.1.1*.
12. Describe Respondent’s plan to mitigate the risk of staff turnover (and potential effect on quality of service and continuity of operations) during the implementation and term of the Contract, including specific examples from experience that describe how Respondent has managed similar challenges.

**Tab C-5: Conflict of Interest Disclosure Form**

Respondent must review Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations and disclose any real or apparent potential conflict of interest pertaining to any member of FHKC’s Board of Directors, any member of FHKC’s committees, FHKC employee, or organization providing support to FHKC for this procurement. Respondent must complete *Attachment 5: Conflict of Interest Disclosure Form* in its entirety. If no such relationships exist, Respondent must so indicate *on Attachment 5: Conflict of Interest Disclosure Form*.

**Tab C-6: References**

Respondent must provide at least three client references with which Respondent has contracted to provide services within the past two years that are similar to the Services sought in this solicitation.

Respondent may not use FHKC as a reference.

FHKC may contact each reference. Respondent should not send the reference form to its references. Respondent must complete the table below for three references in its response to this Tab:

**Reference Form**

| **Information** | **Reference** |
| --- | --- |
| Company Name |  |
| Contact Person |  |
| Title |  |
| Address |  |
| City |  |
| State |  |
| Telephone Number |  |
| Email Address |  |
| Size of Account/Number of Enrollees |  |
| Contract Period |  |
| Summary of Services |  |

**Tab C-7: Subcontractors**

Respondent must complete the table below for each Subcontractor Respondent proposes to perform any portion of the Services under the Contract. Respondent must complete the table as many times as needed to report each Subcontractor for this Tab.

**Subcontractor Form**

| **Information** | **Subcontractor** |
| --- | --- |
| Subcontractor Name |  |
| Corporate address, telephone number, and website |  |
| Office address, telephone number, and website |  |
| Federal Employer Identification Number (Employer ID or Federal Tax ID, FEID) |  |
| Occupational license number, if applicable |  |
| W-9 Verification |  |
| Primary contract person name, address, email address, and telephone number |  |
| Summary of the history of the Subcontractor’s company and information about the growth of the organization on a national level and within Florida |  |
| Describe any significant government action or litigation taken or pending against the Subcontractor’s company or any entities of the Subcontractor’s company during the most recent five years |  |
| List and describe the Services Subcontractor will be responsible for in the performance of the Contract |  |
| Anticipated date Subcontractor would begin providing Services |  |
| Explain the process for monitoring the performance of the Subcontractor and measuring the quality of its results |  |
| Describe the processes to be implemented during the term of the Contract to ensure that background checks (as described in the Contract) will be completed for the Subcontract’s employees |  |
| Describe the procedures Respondent has in place to ensure Subcontractor’s compliance with HIPAA and HITECH requirements |  |

**Tab C-8: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Respondent must complete in its entirety *Attachment 6: Certification Regarding Debarment*, Suspension, Ineligibility, and Voluntary Exclusion and submit it in this tab.

##### Technical Response

Responses to the questions in this tab will be scored and as described in Section 6 Evaluation of Proposals. Instructions for responding to each item are as follows:

* Respondent **must** reproduce verbatim and respond to each item;
* Respondent **must** limit the total number of pages to respond to all items to no more than 15 two-sided pages (equal to 30 single-sided pages). Any requests to extend the page limits will be denied;
* Respondent **must** use blue or black, 12 pt. Calibri font, including for Word and Excel tables and charts; however, Respondent may use its already existing graphics in a different font, color, and size, as long as the material can be easily read (e.g., font is not too small and/or image can be easily enlarged without degradation); and
* Respondent should avoid using boilerplate responses and marketing information.

Respondent must provide a response to each item below for the technical response:

1. Describe Respondent’s experience with providing the federally mandated EQR-related activities, including reviewing CHIP MCOs for compliance with state standards, access to care, structure and operations, and quality measurement and improvement; validation of performance improvement projects; and performance improvement projects.
2. Describe Respondent’s experience with providing validation of network adequacy services, including a description of Respondent’s current approach to validating network adequacy, how results are quantified or summarized, and how Respondent will transition its approach once CMS releases protocol 4.
3. Describe Respondent’s experience with providing validation of encounter Data as described in protocol 5.
4. Describe Respondent’s experience providing the optional EQR-related activities corresponding with protocols 8-9. If Respondent has little or no experience providing the optional EQR-related activities, describe Respondent’s ability to provide these services, including examples of relevant skills maintained by staff and experience providing similar services.
5. Describe the qualities and services that distinguish Respondent from its competitors, including any relevant accreditations or certifications Respondent has received.
6. Describe the most common challenge(s) Respondent faces when performing EQR-related activities and how Respondent would resolve or avoid those issues if Respondent is awarded the Contract.
7. Describe Respondent’s experience in providing consultant services. If Respondent has little or no experience providing consultant services, describe Respondent’s ability to provide these services.
8. Describe Respondent’s experience in providing audit services. If Respondent has little or no experience providing audit services, describe Respondent’s ability to provide these services
9. Describe Respondent’s ability to assess and make actionable recommendations to FHKC and the MCOs based on the results of the EQR validation activities. Provide an example of feedback Respondent has provided to an MCO or state agency in response to the results of a PIP. This example may contain redacted confidential or identifiable information, but should include the full text and should not be summarized or otherwise edited.
10. Describe how Respondent has handled transitions when selected as the EQRO for a new contract. At a minimum, include how Respondent interfaces with the previous EQRO, ensures all reporting is completed timely, establishes Data exchanges and communications with MCOs, and handles any activities that are mid-cycle during the transition.
11. Describe how Respondent would manage the requirements of this ITN and *Attachment 1: Draft Contract* if MCOs were to change during Respondent’s Contract term.
12. When the public health emergency ends, FHKC expects enrollment to increase. Describe how Respondent would manage the requirements of this ITN and *Attachment 1: Draft Contract* if enrollment were to change significantly during Respondent’s Contract term, including which protocols Respondent anticipates might be impacted by this change.
13. Describe how Respondent would communicate with MCOs to ensure they are provided the feedback needed to improve quality measures.
14. Describe Respondent’s experience in providing EQR-related education and training Services to MCOs, including how Respondent assesses the success of such education and training.
15. Describe any additional activities and tools Respondent could offer to FHKC at no additional cost to improve quality performance measures or otherwise assist FHKC with monitoring and evaluating the Program.
16. Provide samples of the reports, tools, policies, and procedures used to provide Services for protocols 1 through 5. Samples should be representative of the documents, tools, policies, or procedures, but need not be the entirety of any document, tool, policy or procedure. These samples do not count towards the page limit.

##### Proposed Revisions to Draft Contract

Respondent **may** propose track-change revisions and/or submit comments regarding *Attachment 1: Draft Contract*, including the following:

1. To clarify existing language;
2. To propose the elimination of or an alternate solution for a Service or Contract requirement if doing so would result in reduced costs for FHKC. Such proposition(s) must include the following:
3. An explanation of how the proposition(s) continues to support the goals of the ITN; and
4. The dollar amount of the potential cost savings or avoidance; and
5. To propose an additional Service that would enhance the Contract. Such propositions should include the cost impact.

If choosing to propose track-change revisions and/or submit comments, Respondent shall submit *Attachment 1: Draft Contract* in a separate electronic, non-redacted file and a separate electronic, redacted copy (if applicable). In its proposal response to Section 4, Tab E: Proposed Revisions to Draft Contract, Respondent must indicate whether it will be submitting proposed comments or revisions.

The purpose of submitting proposed revisions and comments is to help expedite the negotiation phase. Any proposed revisions or comments will not be considered during the evaluation phase of the ITN process, and Respondent must not take any such revisions or comments into consideration when proposing fees in response to *Attachment 3: Cost Proposal*.

Final Contract terms will be established during the negotiation phase.

# Cost Proposal

Respondent must use and follow the instructions in *Attachment 3: Cost Proposal* to propose fees for the Services and terms set forth in *Attachment 1: Draft Contract*.

Respondent should consider all attachments and appendices provided with this ITN when preparing its cost proposal.

The person identified in the Letter of Intent as having access to the Secure Partner Connect site must upload Respondent’s response to *Attachment 3: Cost Proposal*, in Excel format, by the time and date reflected in Section 1.F: Calendar of Events and Deadlines.

Failure to provide all the information required for this cost proposal may result in the rejection of the Respondent’s proposal at FHKC’s sole discretion.

# Evaluation of Proposals

The first phase of this ITN is the evaluation of Responsive proposals, which will be conducted as described in this section.

## Scoring Respondent’s Technical Response

FHKC staff will serve as evaluators of the technical response. As set forth in this subsection, each evaluator will separately score each Respondent’s response to each numbered item in Section 4, Tab D: Technical Response. Evaluators will score responses using the following scale:

**5 = Superior**. The response exhaustively addresses the item and demonstrates Respondent has extraordinary knowledge, ability, and experience to perform the Services. The response indicates Respondent would provide exceptionally enhanced value to FHKC and/or to the Program. The response demonstrates the ability of Respondent to exceed FHKC’s requirements, provide outstanding quality-of-service levels, implement innovative ideas and technology, and maintain technological currency over time.

**4 = Good**. The response extensively addresses the item and demonstrates exceptional knowledge, ability, and experience to perform the Services. The response indicates Respondent would provide enhanced value to FHKC and/or to the Program. The response demonstrates the ability of Respondent to meet and sometimes exceed FHKC’s requirements, provide required or above adequate quality-of-service levels, and implement innovative ideas and technology.

**3 = Adequate**. The response adequately addresses the item and demonstrates Respondent has sufficient knowledge, ability, and experience to perform the Services and meet FHKC’s requirements. The response demonstrates the ability of Respondent to meet adequate quality-of-service levels.

**2 = Poor**. The response minimally addresses the item or demonstrates Respondent has limited knowledge, ability, or experience to perform the Services or to meet FHKC’s requirements. The response demonstrates Respondent may not be able to meet adequate quality-of-service levels.

**1 = Unsatisfactory**. The response inadequately addresses the item or demonstrates Respondent has extremely limited knowledge, ability, or experience to perform the Services. The response demonstrates Respondent is likely unable to meet adequate quality-of-service levels.

**0 = Inadequate**. The response is blank, does not address the item, or demonstrates Respondent has no knowledge, ability, or experience to perform the Services. The response demonstrates Respondent is unable to meet adequate quality-of-service levels.

Using the 0-5 scale above, Respondent’s proposal will be scored as follows:

1. Each evaluator will evaluate the proposal by scoring each numbered item in Section 4, Tab D: Technical Response.
2. Each evaluator’s score for the proposal will then be summed.
3. All evaluators’ scores for the proposal will then be totaled to determine the Respondent’s technical response score.

## Determination of Respondents that Advance to Negotiations

FHKC will select for negotiations one or more Respondents that have a technical response score within the competitive range reasonably susceptible of award. A Respondent whose technical response score is not within the competitive range reasonably susceptible of award will not be eligible for negotiations.

# Negotiations and Award

## Competitive Negotiation Process

The negotiation phase is a dynamic, competitive process that allows the negotiation team to assess, weigh, and test the strengths and weaknesses of Respondents and their proposals and make an award recommendation based on the selection criteria detailed in this section.

FHKC will establish a negotiation team to conduct negotiations with Respondents, assess the final value proposition of each Respondent, and make an award recommendation to the FHKC Board of Directors or its Executive Committee.

The goal of the negotiation phase is to enable the negotiation team to determine which Respondent offers Best Value to FHKC and to finalize the terms and conditions of the Contract.

The negotiation team will make a recommendation of award that provides the Best Value to FHKC based on the following selection criteria:

* Respondent’s articulation of its approach;
* Respondent’s ability to meet FHKC’s needs and the goals, purposes, and requirements of this ITN;
* Respondent’s response to Section 4: Submission Requirements and Section 5: Cost Proposal of the ITN;
* Respondent’s overall pricing;
* Respondent’s references, track record, and the overall professional experience providing similar proposed services; and
* Respondent’s ability to provide the Services and value-enhancements.

Further, the negotiation team may consider any other factors during the negotiation phase including:

* Respondent’s compliance with requirements of regulatory agencies;
* Respondent’s compliance and performance with FHKC as a current or previous vendor;
* Existing or previous litigation or regulatory action by or against the State of Florida, an agency of the State of Florida, the United States Government, an agency of the United States Government, or FHKC;
* Respondent and its subsidiaries, Subcontractors, or agents that would be engaged under this Contract are not de-barred or otherwise prohibited from contracting with FHKC, the State of Florida, or from receiving federal or state funds; and
* Respondent’s current and recent (defined as the most recent two-year period) financial status.

The negotiation team will not be bound by evaluation scoring and may consider any additional information brought to its attention during the negotiation phase. The negotiation team will not engage in any scoring or rescoring of the evaluation criteria.

The negotiation team may consist of subject matter experts (SMEs) and be supported throughout the negotiation phase by other SMEs, including FHKC staff, outside procurement advisors/consultants, and any other individuals or organizations with specialized knowledge related to the Services of this ITN. SMEs may attend FHKC strategy sessions; attend negotiation sessions with Respondents; question Respondents; and provide information, input, opinions, and insight to assist negotiators. Negotiators may meet individually with SMEs and any procurement advisors/consultants, and the negotiation team may meet with SMEs, FHKC committee members, and any procurement advisors/consultants regarding any aspect of the negotiation phase. Negotiators may be a part of the issuing office and/or have permission to access and use the issuing office email account.

The negotiation team reserves the right to require physical attendance (In Tallahassee) at negotiation sessions by representatives of Respondent. At a minimum, the following representatives are to be in attendance, unless otherwise requested by the negotiation team: Respondent’s account manager, executive officer, the implementation manager, and any other individual(s) who will perform a critical role in the day-to-day administration of the Contract. Respondent should limit its negotiation team for any in-person negotiation session to six individuals. The negotiation team will, at its discretion, provide remote call-in information for additional attendees.

Any presentations or demonstrations provided by Respondents during negotiations must be accompanied by a list of attendees, a copy of the agenda, and copies of any visuals or handouts, all of which become part of Respondent’s proposal.

During the negotiation phase, the negotiation team may request clarification and revisions to proposals, including best and final offers, until the negotiation team is satisfied Best Value has been achieved. Failure to provide any information requested by the negotiation team during the negotiation process may result in termination of negotiations with Respondent.

**Respondent must comply with Section 3.G: General Instructions to Respondents, Public Records of this ITN for any Confidential Information; otherwise, all materials will become publicly available in accordance with chapter 119, and FHKC may release the information in response to a Public Records Request.**

The negotiation team will determine the Respondent that provides Best Value.

## Negotiation Team’s Rights During Negotiations

The negotiation team reserves the right at any time during the negotiation process to:

1. Schedule negotiating sessions with any or all Respondents.
2. Require Respondents to provide presentations in Tallahassee or as otherwise requested by the negotiation team.
3. Require any or all Respondents to provide additional, revised, or final written proposals or address specified topics or alternative cost proposals.
4. Require any or all Respondents to provide written best and final offers.
5. Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
6. Require any or all Respondents to submit information at a time certain.
7. Require a Respondent to clarify any point regarding its proposal or to correct minor discrepancies.
8. Accept or reject any information submitted by a Respondent.
9. Pursue a Contract with one or more Respondents for the Services encompassed by this ITN and any additional, revised, or final written proposals or best and final offers.
10. Recommend a Contract award without any negotiation or discussion with Respondents regarding the proposals received.
11. Finalize principal Contract terms with Respondent and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
12. Decline to conduct further negotiations with any Respondent.
13. Re-open negotiations with any Respondent.
14. Take any steps necessary to determine the Contract award, including additional fact-finding, assessments, or negotiation.
15. Review and rely on relevant information contained in the proposals or other information known to or gathered by FHKC, regardless of source.
16. Discuss negotiations and receive input from FHKC committees or committee members.
17. Make a preliminary proposed award prior to making a final recommendation.
18. Take any other action to assist in finding Best Value.

The negotiation team has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, and Respondent(s) affected.

## Award

After conducting negotiations, the negotiation team will recommend a Contract award that will provide the Best Value to FHKC. In so doing, the negotiation team will not engage in scoring, but will arrive at its recommendation by majority vote.

The negotiation team will make a Contract award recommendation to the FHKC Board of Directors (“Board”) or its Executive Committee (“Committee") for approval. If the Board or Committee approves the negotiation team’s award recommendation, FHKC will Post a Notice of Contract Award on FHKC’s website. If the Board or Committee does not approve the negotiation team’s award recommendation, FHKC may take any other actions that are in the best interests of FHKC, including making additional recommendations of award, re-opening negotiations, or rejecting all proposals.

# Attachments

The following are the attachments to this ITN; Attachments 2, 3, 4, 5, 6, and 7 must be filled-out and completed as part of the proposal submission:

* *Attachment 1: Draft Contract* – provided as a separate document at [healthykids.org/itn](https://www.healthykids.org/news/calendar/procurement/)
* *Attachment 2: Privacy and Security Questionnaire* *and Attestation* – included in this section
* *Attachment 3: Cost Proposal* – provided as a separate spreadsheet at healthykids.org/itn
* *Attachment 4: Proposal Cover Sheet* – included in this section
* *Attachment 5: Conflict of Interest Disclosure Form* – included in this section
* *Attachment 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* – included in this section
* *Attachment 7: Certification Regarding Lobbying* – included in this section

###### Attachment 2: PRIVACY AND SECURITY QUESTIONNAIRE AND ATTESTATION

FHKC is committed to protecting the privacy and security of its members' information. Under the Contract, Respondent would create, receive, maintain, or transmit protected health information (PHI) on behalf of FHKC, and Respondent would be expected to meet regulatory requirements set forth in HIPAA. In order to obtain satisfactory assurance that Respondent can meet the expectations of HIPAA, Respondent is required to complete this Privacy and Security Questionnaire and Attestation.

**Instructions**

An authorized representative, as identified by Respondent (e.g., Chief Executive Officer, President, Compliance Officer, Chief Operating Officer, Chief Medical Officer) must attest that Respondent has specified HIPAA Privacy and Security policies, procedures, and practices in place.

For each question below, please place a “checkmark” in the box to indicate the process is in place at your organization.

In the event you do not place a “checkmark” in the box for any of the questions, please briefly describe on this form how Respondent intends to comply with the requirement if awarded the Contract. If a question is not applicable, please indicate as such.

Section I: Designated Officials

Respondent has a designated information security official or person assigned to oversee Respondent’s information security pursuant to 45 CFR 164.308(A)(2).

|  |  |
| --- | --- |
| Please provide the individual’s name and title: |  |

Respondent has a designated privacy official or person assigned to oversee Respondent’s privacy 45 CFR 164.530(a)(1).

|  |  |
| --- | --- |
| Please provide the individual’s name and title: |  |

Respondent has a designated compliance official or person assigned to oversee the prevention and detection of wrongdoing by employees at the organization.

|  |  |
| --- | --- |
| Please provide the individual’s name and title: |  |

**Section II: Policies and Procedures**

Respondent maintains a documented information security policy or policy set pursuant to 45 CFR 164.316.

Respondent maintains a documented privacy policy or policy set pursuant to pursuant to 45 CFR 164.530(i).

Respondent has a policy prohibiting retaliation for good-faith reports of compliance, privacy, and/or security violations.

Respondent has policies and procedures covering the secure disposal of PHI and/or electronic PHI (ePHI) pursuant to 45 CFR 164.310(d)(2).

Respondent requires all employees formally acknowledge and agree to information security and privacy policies and procedures.

Respondent requires all employees periodically re-acknowledge acceptance of policy requirements.

**Section III: Training and Education**

Respondent requires new staff members to be trained on privacy and information security principles pursuant to 45 CFR 164.530(b).

Respondent requires all employees to undergo annual privacy and information security training pursuant to 45 CFR 164.530(b).

Respondent maintains documentation to confirm each workforce member has completed his or her training pursuant to 45 CFR 164.530(b).

Respondent provides periodic reminders to reinforce security awareness training.

**Section IV: Disciplinary Action**

Respondent has a process to discipline employees who commit privacy and/or security violations pursuant to 45 CFR 164.530(e)(i).

Respondent maintains documentation of any disciplinary action taken against an employee for privacy and/or security violations.

**Section V: Monitoring**

Respondent maintains mechanisms to allow individuals to report potential compliance or potential HIPAA violations. Reporting mechanisms can include hotline, phone line, email, oral, etc.

Respondent maintains a defined process to address Security Incidents and Data breaches pursuant to 45 CFR 164.308(a)(6)(i).

Respondent maintains documentation of investigations and resolution of Security Incidents and Data breaches.

Respondent maintains a contingency plan for emergencies pursuant to 45 CFR 164.308(a)(7).

Respondent has implemented identity management and access controls to protect Access to its network pursuant to 45 CFR 164.310.

Respondent has implemented hardware, software, and/or procedural mechanisms to record and examine Access and other activity in information systems pursuant to 45 CFR 164.310.

Respondent has implemented technical security measures to guard against unauthorized Access to Data that is transmitted over an electronic network pursuant to 45 CFR 164.310.

**Section VI: Auditing and Assessing**

Respondent is audited and/or certified by recognized security standards (e.g., ISO 2700, MARS-E, SOX, SOC2, HITRUST).

If your organization is audited or certified by a third party, please include a copy of the most recent relevant reports and certification along with your response to this *Attachment 2: Privacy and Security Questionnaire and Attestation*.

Respondent performs audits of its privacy standards and controls.

|  |  |
| --- | --- |
| Please provide the date of most recent audit: |  |

Respondent performs audits of its information security standards and controls.

|  |  |
| --- | --- |
| Please provide the date of most recent audit: |  |

Respondent performs formal risk assessments to better understand the risk landscape and identify threats to the organization pursuant to 45 CFR 45 CFR §164.308.

|  |  |
| --- | --- |
| Please provide the date of most recent risk assessment: |  |
| Please provide the frequency at which risk assessments are performed: |  |

Respondent documents remediation plans or corrective action plans to address deficiencies in audits or assessments.

**Section VII: Subcontractors**

Option 1 – Respondent does not use Subcontractors.

Option 2 – Respondent uses Subcontractors.

**Section VIII: Record Retention**

Respondent agrees to retain records related to information security and privacy for at least 10 years, from either the date of creation, or the last “Effective Date,” whichever is later to meet requirements for the HIPAA privacy and security rules.

**Section IX: Signature**

I attest, as Respondent’s authorized representative, that the statements above are true and correct to the best of my knowledge.

|  |  |
| --- | --- |
| Signature |  |
| Print Name |  |
| Title |  |
| Respondent Name |  |
| Address |  |
| City, State, ZIP code |  |
| Date |  |

###### Attachment 4: Proposal Cover Sheet

[Company Logo, optional]

**Proposal for the Florida Healthy Kids Corporation**

**Invitation to Negotiate 2023-300-01 for EQRO Services**

[Date Submitted]

[Total Number of Pages Including this Page]

[Official Company Name and d/b/a, if applicable]

[FEID Number]

[Type of Business (e.g., corporation, LLC, partnership, etc.)]

[Name of Person Submitting This Proposal]

[Street Address]

[City, State and ZIP Code]

[Phone Number]

[Toll-free Number, if available]

[Email Address]

I attest that, to the best of my knowledge, the Data, documentation, and information provided in [Respondent]’s proposal for ITN 2023-300-01 is accurate, complete, and truthful. I acknowledge the receipt of any and all addenda to this ITN.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for Respondent and that Respondent is in compliance with all requirements of the Invitation to Negotiate, including certification requirements.

|  |  |
| --- | --- |
|  |  |
| Signature of Individual Authorized to Bind Respondent | Date |
|  |  |
| Printed Name | Title |

I have attached a copy of Respondent’s current org chart and written documentation of delegated authority, if the attestation is signed by anyone other than the CEO or CFO.

State of Click or tap here to enter text.

County of Click or tap here to enter text.

Sworn to and subscribed before me this Click or tap here to enter text. day of Click or tap here to enter text., 2023, by (Officer/Affiant), who is personally known to me or who has produced Click or tap here to enter text. as identification.

Click or tap here to enter text.

Click or tap here to enter text.

Notary Public

My Commission Expires: Click or tap here to enter text.

###### Attachment 5: Conflict of Interest Disclosure Form

Respondent: Click or tap here to enter text.

A conflict of interest arises when any person or entity identified in Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in, or a tangible personal benefit from, Respondent.

The following are relationships, business and personal, that may create a conflict of interest that Respondent is hereby disclosing (add rows as necessary):

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Relationship (Business, Personal) | Name of Entity or Individual | Status of Entity or Individual (Current Contractor, Board Member, Enrollee, etc.) | Term of Relationship |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

To the best of my knowledge, no conflict of interest exists between Respondent and any individual or entity identified in Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations.

|  |  |
| --- | --- |
|  |  |
| Signature of Individual Authorized to bind Respondent | Date |
|  |  |
| Printed Name | Title |

Name of Entity and Business Address: Click or tap here to enter text.

###### Attachment 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

**Instructions**

1. Each Respondent whose Contract or Subcontract equals or exceeds $25,000 in federal monies must sign this certification prior to execution of each Contract or Subcontract. Additionally, entities who audit federal programs must also sign, regardless of the Contract amount. The Florida Healthy Kids Corporation cannot contract with these types of Entities if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract is entered into. If it is later determined the signer knowingly rendered an erroneous certification, the federal government may pursue available remedies, including suspension and/or debarment.
3. [Respondent Name] shall provide immediate written notice to the contract manager at any time Respondent learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarred,” “suspended,” “ineligible,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. [Respondent Name] may contact the contract manager for assistance in obtaining a copy of those regulations.
5. [Respondent Name] agrees by submitting this certification that, it shall not knowingly enter into any Subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract unless authorized by the federal government.
6. [Respondent Name] further agrees by submitting this certification that it will require each Subcontractor of this Contract whose payment will equal or exceed $25,000 in federal monies, to submit a signed copy of this certification.
7. The Florida Healthy Kids Corporation may rely upon a certification of [Respondent Name] that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/Subcontracting unless it knows the certification is erroneous.
8. This signed certification must be kept in the contract administrator’s file. Subcontractors’ certifications must be kept at the Contractor’s business location.

**Certification**

[Officer’s Name] certifies, by signing this certification, that neither [Respondent’s Name] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or Subcontract by any federal agency.

Where Respondent is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this certification.

|  |  |
| --- | --- |
|  |  |
| Signature of Individual Authorized to Represent Respondent | Date |
|  |  |
| Printed Name | Title |

Name of Entity and Business Address: Click or tap here to enter text.

###### Attachment 7: Certification Regarding Lobbying

The undersigned [Respondent Name] certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of obtaining any Federal, grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, or any other award covered by 31 U.S.C. §1352.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers, including subcontracts, and that all sub-recipients shall certify and disclose accordingly.

The undersigned hereby discloses that [Respondent Name] has engaged in lobbying using non-federal funds in connection with obtaining the following federal award(s) (add rows as necessary):

|  |  |
| --- | --- |
| **Name of Federal Award** | **Federal Award Identification Number** |
|  |  |
|  |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
|  |  |
| Signature of Individual Authorized to Represent Respondent | Date |
|  |  |
| Printed Name | Title |

Name of Entity and Business Address: Click or tap here to enter text.

# Appendices

The Following are the appendices to this ITN:

* Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations – included in this section
* Appendix B: Additional Instructions to Respondents – included in this section
* Appendix C: FHKC Procurement Protest Procedures – included in this section

###### Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations

**Board of Directors**

**Officers**

* Stephanie Haridopolos, M.D.: Chief Financial Officer Designee, Chair
* Peter Claussen, D.D.S.: Florida Dental Association, Vice-Chair
* Philip Boyce: Florida Hospital Association, Secretary/Treasurer

**Members**

* Jose Armas, M.D.: Child Health Policy Expert Representative, MCCI Medical Group
* Paul Burns, Ed.D.: Florida Department of Education, Office of School Health Programs
* Dave Eggers: Commissioner, Florida Associations of Counties
* Erica Floyd Thomas, MSW: Designee, Department of Children and Families
* Andrea Gary: Designee, Children’s Medical Services, Department of Health
* Robert Karch, M.D., M.P.H., FAAP: Designee, Department of Health
* Amra Resic, M.D., FAAFP: Family Physician, BayCare Medical Group
* Jason Weida: Secretary, Agency for Health Care Administration
* Vacant: Florida Pediatric Society

**Ad Hoc Members**

* Steve Freedman, Ph.D.: University of South Florida Health
* Paul Whitfield, Director of Accounting & Auditing, Department of Financial Services

**Committees**

**Community Outreach and Marketing Committee**

* Stephanie Haridopolos, M.D.: Board Certified Family Practitioner, Chair
* Paul Burns, Ed.D.: Florida Department of Education, Office of School Health Programs
* Shevaun Harris: Secretary, Florida Department of Children and Families
* Amra Resic M.D., FAAFP: Family Physician, BayCare Medical Group
* Pat Smith: Community Relations Director, Florida Department of Children and Families
* Melanie Hall, nonvoting member: Executive Director, Family Healthcare Foundations
* Angela Wiggins, nonvoting member: CHIP Program Analyst, Florida Agency for Health Care Administration

**Finance and Contracting Committee Members**

* Philip Boyce: Florida Hospital Association, Chair
* Paul Whitfield: Director of Accounting & Auditing, Department of Financial Services, Vice Chair
* Ray Berry: Chief Executive Officer, Health Business Solutions
* Dave Eggers: Commissioner, Florida Associations of Counties
* Celeste Pullen: Associate Director, Finance & Administration, Florida State University

**Operational Efficiency and Quality Committee Members**

* Peter Claussen, D.D.S.: Florida Dental Association, Vice Chair
* Jose Armas, M.D.: Child Health Policy Expert Representative, MCCI Medical Group
* Michael Aubin: Hospital President, Wolfson Children’s Hospital
* Steve Freedman, Ph.D.: University of South Florida Health
* William Martinez: Director of Data Analytics & Technology, Department of Children & Families
* Rachel LaCroix, nonvoting member: AHC Administrator, Agency for Health Care Administration

**FHKC Staff**

* Ryan West, Chief Executive Officer
* Jeff Dykes, Chief Financial Officer and Chief of Staff
* Ashley Carr, Chief Marketing Officer
* Suzetta Furlong, Chief Operating Officer
* Tyreana Andre, Quality Manager
* Hugh Black, Senior Accountant
* Precious Boatwright, Deputy Director of Executive Support
* Olivia Davidson, Deputy Director of Marketing & Communications
* Katie Fuller, Senior Plan Manager
* Jena Grignon, Community Engagement Advisor
* Ginger Harris, Director of Accounting and Comptroller
* Laura Herold, Director of Administration
* Abigail Kidd, OPS Office Assistant and Receptionist
* Gabi Lara, Outreach Specialist
* Lindsay Lichti, Deputy Director of Plan Management
* Jack McDermott, Director of Research, Planning, and Project Management
* Shane McPherson, Director of Information Systems
* Amber Moore, Senior TPA Compliance Analyst
* Stephani Sgouros, OPS Senior Accountant
* Debbie Shoup, Deputy Director of TPA Management
* Matt Sirmans, Director of Corporate Compliance
* David Tillotson, Information Systems Analyst

**Organizations**

* Dean, Mead & Dunbar
* PSI Services Holdings, Inc. d/b/a Maximus, Inc.
* Aetna Better Health of Florida
* Community Care Plan
* Simply Healthcare Plans
* DentaQuest of Florida, Inc.
* Liberty Dental Plan
* MCNA Dental Plans

###### Appendix B: Additional Instructions to Respondents

1. Definitions.
2. General Instructions.
3. Convicted Vendors.
4. Discriminatory Vendors.
5. Respondent’s Representation and Authorization.
6. Manufacturer’s Name and Approved Equivalents.
7. Performance Qualifications
8. **Definitions**. The definitions set forth and incorporated in Section 1.D: Introduction, Definitions, Acronyms and Terms of ITN 2023-300-01 shall apply to these instructions and requirements.
9. **General Instructions**. Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.
10. **Convicted Vendors**. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

* Submitting a bid on a contract to provide any goods or services to a public entity or FHKC;
* Submitting a bid on a contract with a public entity or FHKC for the construction or repair of a public building or public work;
* Submitting bids on leases of real property to a public entity or FHKC;
* Being awarded or performing work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity or FHKC; and
* Transacting business with any public entity or FHKC in excess of the Category Two threshold amount ($35,000) provided in section 287.017, Florida Statutes.

1. **Discriminatory Vendors**. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

* Submit a bid on a contract to provide any goods or services to a public entity or FHKC;
* Submit a bid on a contract with a public entity or FHKC for the construction or repair of a public building or public work;
* Submit bids on leases of real property to a public entity or FHKC;
* Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity or FHKC; or
* Transact business with any public entity or FHKC.

1. **Respondent’s Representation and Authorization**. In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so).

* The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
* To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
* Respondent currently has no delinquent obligations to the State or FHKC, including a claim by the State or FHKC for liquidated damages under any other contract.
* The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
* The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent; and they will not be disclosed to any Respondent or potential Respondent during the procurement process.
* Respondent has fully informed FHKC in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes) and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
* Neither Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
* Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
* Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
* The Services offered by Respondent will conform to the specifications without exception.
* Respondent has read and understands the Contract terms and conditions, and the proposal is made in conformance with those terms and conditions.
* If an award is made to a Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with FHKC.
* Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the proposal.
* Respondent shall indemnify, defend, and hold harmless FHKC and its employees against any cost, damage, or expense which may be incurred or be caused by any error in Respondent’s preparation of its proposal.
* All information provided by, and representations made by, Respondent are material and important and will be relied upon by FHKC in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FHKC of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, Florida Statutes.

1. **Manufacturer’s Name and Approved Equivalents**. Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With FHKC’s prior approval, Vendor may provide any product that meets or exceeds the applicable specifications. Vendor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test Data, etc. FHKC shall determine in its sole discretion whether a product is acceptable as an equivalent.
2. **Performance Qualifications**. FHKC reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall remain Responsive and Responsible at all times during the solicitation process. In determining Respondent’s Responsibility as a vendor, FHKC shall consider all information or evidence which is gathered or comes to the attention of FHKC that demonstrates Respondent’s capability to fully satisfy the requirements of the solicitation and the Contract.

Respondent must be prepared, if requested by FHKC, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If FHKC determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FHKC may reject the proposal or terminate the Contract. Respondent may be disqualified from receiving an award if Respondent, or anyone in Respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FHKC to make an investigation either before or after award of the Contract, but should FHKC elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

###### Appendix C: FHKC Procurement Protest Procedures

1. **Standards for Protest**
2. A submission that amends or supplements a Respondent’s proposal after FHKC announces its Notice of Contract Award, intent to reject all proposals, or withdraw the solicitation will not be considered by FHKC in a protest.
3. The protesting party has the burden of proof based on the preponderance of the evidence standard.
4. The protesting party must prove the FHKC Intended Decision was illegal, arbitrary, dishonest, or fraudulent. Additionally, the protesting party must prove:
5. In the event of a protest to an FHKC Intended Decision to issue procurement specifications, addenda, or any other procurement document, that the FHKC Intended Decision is contrary to FHKC’s governing statutes, rules, or regulations; or
6. In the event of a protest to the FHKC Notice of Contract Award, the FHKC Intended Decision materially deviated from the specifications of the ITN.
7. **Protest Procedures**
8. PROTESTING PARTY PROCEDURES
9. A party that seeks to challenge an FHKC Intended Decision must electronically File a written notice of intent to protest within 72 hours after the Posting of the FHKC Intended Decision, excluding weekends and FHKC-observed holidays. A party must have standing to challenge the FHKC Intended Decision.
10. The protesting party must electronically File a formal written protest within five Business Days after the date of the notice of intent to protest is “Filed”. For all protests other than a protest to the specifications, the formal written protest must be accompanied with a protest bond in the amount of 1 percent of the contract amount. The bond shall be conditioned upon the payment of all FHKC’s attorneys’ fees, costs, and charges in the event the protesting party does not prevail in the protest process set forth in this ITN, any administrative or circuit court proceedings, and/or any subsequent appellate court proceedings. In lieu of a bond, FHKC will accept a cashier’s check, official bank check, or money order. An original cashier’s check, official bank check, or money order must be “Filed” in the same fashion as a protest bond.
11. The formal written protest must state, with particularity, the facts and law upon which the protest is based. The issues to be addressed in any proceeding conducted pursuant to subsections II.2 and II.3 are limited to those timely raised in any formal written protest.
12. The notice of intent to protest, formal written protest, and any required bond or other security must be timely “Filed” with the issuing office at [IssuingOffice@healthykids.org](file:///C:\Users\boatwrightp\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\GBJ087BU\IssuingOffice@healthykids.org).
13. The protesting party shall be responsible for all costs associated with the impartial decision maker.
14. A Respondent or potential Respondent may intervene in the protest proceedings by Filing a notice to intervene within three Business Days of the Posting of the initial notice of the protest by FHKC. An intervening party is subordinate to, and therefore does not have the rights granted to, FHKC or a protesting party that has “Filed” a timely notice of protest, written notice of intent to protest, and any required bond or other security.
15. FHKC Procedures

FHKC must take the following steps:

1. Post the notice of intent to protest in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted.
2. Provide an opportunity to resolve the protest by mutual agreement between FHKC and the protesting party(ies) within seven Business Days of the Filing of the formal written protest. If the protest is not resolved by mutual agreement within the timeframe set forth in this paragraph or within an extended timeframe as mutually agreed upon by the parties, a protest proceeding must be conducted with the impartial decision maker as set forth in subsection II.3 below.
3. Engage an outside, impartial decision maker, such as a mediator, to hear the protest if the protest is not resolved in accordance with subsection II.2.b. ~~II.2(b)~~.

The Filing of a notice of intent to protest or a formal written protest shall not stop the procurement process or award process, unless FHKC determines that doing so is in the best interest of FHKC.

1. Protest Resolution
2. If the protest is not resolved pursuant to subsection II.2.b. above, the impartial decision maker must commence a protest proceeding within 15 Calendar Days of receipt of FHKC’s decision to a commence a protest proceeding. The provisions of this subsection may be waived only upon stipulation by FHKC and the non-intervening protesting party(ies).
3. The impartial decision maker must render a written decision within 30 Calendar Days of the commencement protest proceeding. The provisions of this paragraph may be waived only upon stipulation by FHKC and the non-intervening protesting party(ies).
   1. The impartial decision maker’s written decision must include findings; based on these findings, the impartial decision maker may affirm or reject the FHKC Intended Decision.
   2. If rejecting an FHKC Intended Decision, the impartial decision maker must issue a recommendation to FHKC supported by findings of fact and conclusions of law.
   3. FHKC may either accept or reject the impartial decision maker’s recommendation.
      1. If FHKC rejects the impartial decision maker’s recommendation, FHKC must Post the recommendation and resolution within five Business Days after receipt of the recommendation, in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted, and set forth the reason(s) for rejecting the recommendation. FHKC may restart the procurement process, continue the procurement process, or proceed with the FHKC Intended Decision consistent with its reason or reasons for rejecting the impartial decision maker’s recommendation.
      2. If FHKC accepts the impartial decision maker’s recommendation, FHKC must Post the recommendation and resolution within five Business Days after receipt of the recommendation, in the same manner as the solicitation specifications and/or the Notice of Contract Award were Posted.
4. The impartial decision maker may permit the parties to submit proposed findings of fact, conclusions of law, draft orders, or memoranda.
5. A default must be entered against a party who fails to appear at a protest proceeding as directed by the impartial decision maker, unless at least one of the following conditions exists:
   1. Illness of a party, witness, or attorney that would prevent attendance at the protest proceeding;
   2. An act of God that would prevent attendance at the protest proceeding;
   3. A designated threat to public safety that would prevent attendance at the protest proceeding; or
   4. Any other circumstance in the opinion of the impartial decision maker that would warrant a continuance of the protest proceeding.

An entry of default against a party is deemed the final decision of the impartial decision maker.

1. **General Provisions**
2. Failure of a party to File a notice of intent to protest, a formal written protest, or a bond or other security as set forth in this appendix shall constitute a waiver of any right to contest an FHKC Intended Decision.
3. Venue for any meeting, protest proceeding, court proceeding, appellate proceeding, administrative proceeding, or deposition shall be in Leon County, Florida. FHKC, in its sole discretion, may waive any requirement under this paragraph in whole or in part.
4. The procedures in chapters 120 and 287, Florida Statutes, do not apply to this ITN process.

**Any party that has standing to challenge an FHKC Intended Decision must File a written notice of intent to protest, formal written protest, and any required bond or other security as set forth in Appendix C: FHKC Procurement Protest Procedures of this Invitation to Negotiate. Failure to timely File a notice of intent to protest, formal written protest, or any required bond or other security shall constitute a waiver of proceedings.**