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**Request for Proposal 2023-300-02**

**for**

**Medical Loss Ratio Audit Services**

**Proposals Due July 10, 2023**

Florida Healthy Kids Corporation

1203 Governors Square Boulevard, Ste. 400

Tallahassee, FL 32301

Contents

[Section 1. Introduction 5](#_Toc134718957)

[A. Purpose 5](#_Toc134718958)

[B. Procurement Overview 5](#_Toc134718959)

[1. Award Intent 5](#_Toc134718960)

[2. Funding 5](#_Toc134718961)

[C. Program Overview 5](#_Toc134718962)

[D. Definitions, Acronyms, and Terms 6](#_Toc134718963)

[E. Anticipated Contract Term 7](#_Toc134718964)

[F. Calendar of Events and Deadlines 7](#_Toc134718965)

[Section 2. Scope Overview and Goals of the RFP 8](#_Toc134718966)

[A. Scope Overview 8](#_Toc134718967)

[B. Questions Being Explored and Facts Being Sought 8](#_Toc134718968)

[C. Goals of the RFP 9](#_Toc134718969)

[Section 3. General Instructions to Respondent 10](#_Toc134718970)

[A. Process Overview 10](#_Toc134718971)

[B. Proposals 10](#_Toc134718972)

[C. Single Point of Contact and Cone of Silence 10](#_Toc134718973)

[D. Order of Precedence 11](#_Toc134718974)

[E. Letter of Intent 11](#_Toc134718975)

[F. Questions Regarding the RFP 12](#_Toc134718976)

[G. Public Records 12](#_Toc134718977)

[1. Information Exempt from Disclosure 12](#_Toc134718978)

[2. FHKC’s Response to Public Records Requests 13](#_Toc134718979)

[3. Indemnification 14](#_Toc134718980)

[H. Special Accommodation 14](#_Toc134718981)

[I. Cost of Preparation 14](#_Toc134718982)

[J. Receipt of Proposals 14](#_Toc134718983)

[K. Firm Proposal 14](#_Toc134718984)

[L. Use of Proposal Content 14](#_Toc134718985)

[M. Subcontracting 15](#_Toc134718986)

[N. Right to Inspect, Investigate, and Rely on Information 15](#_Toc134718987)

[O. RFP as Sole Solicitation Document 15](#_Toc134718988)

[P. Amendment of the RFP 15](#_Toc134718989)

[Q. Waiver of Minor Irregularities 15](#_Toc134718990)

[R. Rejection of All Proposals 16](#_Toc134718991)

[S. Withdrawal of RFP 16](#_Toc134718992)

[T. Clarifications/Revisions 16](#_Toc134718993)

[U. Reserved Rights After Notice of Award 16](#_Toc134718994)

[V. No Contract until Execution 16](#_Toc134718995)

[W. Announcements and Press Releases 16](#_Toc134718996)

[X. Filing a Protest 16](#_Toc134718997)

[Section 4. Submission Requirements 18](#_Toc134718998)

[A. Overview 18](#_Toc134718999)

[B. Submission of Proposal 18](#_Toc134719000)

[C. Mandatory Responsiveness Requirements 19](#_Toc134719001)

[D. Responding to this RFP 21](#_Toc134719002)

[Section 5. Cost Proposal 26](#_Toc134719003)

[Section 6. Evaluation of Proposals 27](#_Toc134719004)

[A. Scoring Respondent’s Technical Response 27](#_Toc134719005)

[B. Scoring Respondent’s Cost Proposal 28](#_Toc134719006)

[C. Overall Scoring 28](#_Toc134719007)

[Section 7. Award 29](#_Toc134719008)

[Section 8. Attachments 30](#_Toc134719009)

[Attachment 2: PRIVACY AND SECURITY QUESTIONNAIRE AND ATTESTATION 31](#_Toc134719010)

[Attachment 4: Proposal Cover Sheet 35](#_Toc134719011)

[Attachment 5: Conflict of Interest Disclosure Form 37](#_Toc134719012)

[Attachment 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion 38](#_Toc134719013)

[Attachment 7: Certification Regarding Lobbying 40](#_Toc134719014)

[Section 9. Appendices 41](#_Toc134719015)

[Appendix A: FHKC Board Members, FHKC Committee Members, FHKC Staff, and Organizations 42](#_Toc134719016)

[Appendix B: Additional Instructions to Respondents 47](#_Toc134719017)

[Appendix C: FHKC Procurement Protest Procedures 51](#_Toc134719018)

# Introduction

## Purpose

The Florida Healthy Kids Corporation (“FHKC”) invites interested vendors to submit a proposal to this “Request for Proposal “(RFP). The purpose of this RFP is to determine through the procurement process the vendor best qualified to provide the specified “Medical Loss Ratio” (MLR) Audit 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 through Florida’s Children’s Health Insurance Program (CHIP).

## Procurement Overview

To be considered Responsive, a Respondent submitting a proposal to this RFP 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 RFP indicates Respondent’s understanding and agreement to all terms, conditions, requirements, funding contingencies, and procurement rights of FHKC stated in this RFP.

### Award Intent

FHKC intends to recommend the award of a Contract to the Responsible and Responsive Respondent with the top scoring Proposal, as described in Section 6 and Section 7.

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 RFP 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 aged 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. There are three health Plans (two statewide, one only available in certain regions) and three dental Plans (all available statewide).

## Definitions, Acronyms, and Terms

Capitalized words and acronyms used but not otherwise defined in this RFP 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 RFP.

For purposes of this RFP, the following definitions apply:

**“FHKC Intended Decision”**:

1. Issuance of RFP 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)

**“Request for Proposal”** or “**RFP”**: this solicitation, including all attachments, appendices, and addenda, for competitive, sealed proposals to select a Respondent to provide the 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 RFP 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 in August 2023. The successful Respondent is expected to complete the Services by June 30, 2024. The Contract will end upon the successful completion of all Services, including final acceptance of all reports and deliverables, or as otherwise described in Attachment 1: Draft Contract.

## Calendar of Events and Deadlines

An anticipated calendar of events and deadlines is established below for this RFP process. FHKC, in its sole discretion, may modify any of the deadlines. RFP 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 RFP | June 5, 2023 |  |
| Respondent deadline to submit questions regarding the RFP via email to the issuing office | June 16, 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/) | June 23, 2023 |  |
| Respondent deadline to submit Letter of Intent | June 30, 2023 | 5:00 p.m. |
| Respondent Proposals due to FHKC | July 10, 2023 | 5:00 p.m. |
| Evaluations | July 11, 2023 – August 4, 2023 |  |
| Notice of Contract Award – Public Meeting | Aug. 10, 2023 |  |
| Effective Date | August 2023 |  |

# Scope Overview and Goals of the RFP

## Scope Overview

This RFP is issued for Services as described in *Attachment 1: Draft Contract*. The Effective Date for the Contract awarded under this RFP is expected to be in August 2023. In summary, the Services the Vendor will provide include the following:

1. Vendor will audit the MLR reports for FHKC’s three health plan MCOs for one health plan MCO contract year or two health plan MCO contract years, as determined by FHKC through this RFP process.
   1. Dental services are provided by separately contracted dental insurance plans and are **outside** the scope of this RFP.
   2. FHKC uses the 11 Florida Medicaid regions in place prior to the 2022 legislative change. Aetna Better Health of Florida and Simply Healthcare Plans provide services statewide and report on the MLR for each of the 11 regions as well as the overall statewide MLR. Community Care Plan provides services in three regions and reports on those three regions as well as the plan’s combined service area.
   3. FHKC CHIP enrollees and Full-pay enrollees are combined into one risk pool.
   4. In the event FHKC opts for the Services to be performed for two contract years, Vendor will present each contract year separately in the final audit reports. Nothing from either contract year may be used to or considered to offset any item from the other contract year.
2. Vendor will provide a draft schedule of work for the audit;
3. Vendor will provide an audit report for each health plan MCO by June 30, 2024; and
4. Vendor will assist FHKC in supporting and explaining the results of the MLR audits to the plans, FHKC’s Board of Directors, and other stakeholders, as needed.

## Questions Being Explored and Facts Being Sought

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

1. How can FHKC be assured that Respondent will provide the most efficient and cost-effective administration of Services without compromising service level quality?
2. How can FHKC be assured that Respondent is knowledgeable and experienced in auditing certain complex MLR components, such as allowable healthcare quality improvement (HCQI) activities?

## Goals of the RFP

To meet its needs, FHKC intends to achieve the following goals through this competitive solicitation:

1. Promote the best possible service quality in the most efficient and cost-effective manner;
2. Establish a Contract promoting cost efficient and prudent administration of MLR audit Services; and
3. Establish a Contract with a Vendor demonstrating the knowledge and experience to complete the required deliverables successfully, independently, and by the required timeframe.

# General Instructions to Respondent

## Process Overview

FHKC intends this RFP process to include an evaluation phase.

During the evaluation phase, the Responsive technical proposals will be evaluated and scored pursuant to Section 6: Evaluation of Proposals.

Upon conclusion of the evaluation phase, FHKC will recommend for Contract award the highest scoring Responsive and Responsible Respondent to the FHKC Board of Directors or its Executive Committee. 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 will not be formally eliminated from the RFP 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 RFP. 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 a letter of agreement as permitted by section 4.E, a proposal containing conditions, caveats, or contingencies for acceptance of the terms of this RFP 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 RFP 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 during the anticipated Calendar of Events and Deadlines include:

|  |  |
| --- | --- |
| **Monday, July 3** | **Office Closure** |
| **Tuesday, July 4** | **Independence Day** |

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 RFP number (RFP 2023-300-02 MLR Audit Services). 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, RFP 2023-300-02 MLR Audit Services 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
* RFP 2023-300-02 MLR Audit Services Appendix B: Additional Instructions to Respondents.

## Letter of Intent

Respondents intending to submit proposals must email a Letter of Intent to [IssuingOffice@healthykids.org](mailto: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 RFP

Respondents may submit written questions concerning the RFP 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., RFP, *Attachment 1*) | Document Page # | Question |
|  |  |  |  |

Responses to all written questions received by the deadline and any resulting revisions to the RFP 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 RFP. 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 RFP.

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 RFP 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 RFP, 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 [IssuingOffice@healthykids.org](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 RFP.

## 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 RFP 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. FHKC does not anticipate the use of Subcontractors for the requested Services.

## Right to Inspect, Investigate, and Rely 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 final determination for award recommendation.

## RFP as Sole Solicitation Document

The RFP, 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 is not binding on FHKC, and Respondents should not rely on such information.

## Amendment of the RFP

FHKC reserves the right to amend any portion of the RFP 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 RFP 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 RFP

FHKC reserves the right to withdraw the RFP 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 RFP 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 RFP must be approved by FHKC prior to release.

## Filing a Protest

Any party withstanding to challenge the specifications or any addenda of this RFP, and any Respondent seeking to protest a Notice of Contract Award, withdrawal of the RFP, 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 RFP, Notice of Contract Award, withdrawal of the RFP, 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 RFP 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 12 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] RFP 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 RFP number, the Respondent’s name, and the document title (e.g., RFP 2023-300-02 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 RFP number, the Respondent’s name, the document title, and “REDACTED COPY”; for example, RFP 2023-300-02 Company A Proposal REDACTED COPY.

All information received under this RFP 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 RFP 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 schedule of work
* **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 most recent fiscal year (or the preceding year 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**: *Attachment 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*
* Completed form
* **Tab D**: Technical Response
* Responses to items 1 through 6
* **Tab E**: Proposed Letter of Agreement
* Copy of proposed letter of agreement or statement declining to provide a letter of agreement

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 RFP number; Respondent's official and legal name; address; and contact information.

## Responding to this RFP

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 RFP, including a general description of how Respondent intends to offer the Services sought by this RFP (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 5 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 RFP.

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 RFP.

Yes No

1. Respondent confirms it employs staff with experience and knowledge of at least the following:
   1. Medicaid or CHIP medical loss ratio and financial requirements;
   2. Managed care delivery systems, organizations, and financing;
   3. Health care quality improvement activities regulations and industry standards; and
   4. Generally accepted accounting principles.

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 MLR audit 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 three years. Respondent should limit this description to five single-sided pages.

In addition, Respondent must provide a draft schedule of work. At a minimum, Respondent must include deliverables, completion dates, and responsible parties for each task. This draft schedule of work will not be used as the final schedule of work, 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 schedule of work, Respondent must create a folder named “[Respondent Name] Draft Schedule” within Respondent’s folder on the Secure Connect site and upload the document into this folder as a PDF document. This draft schedule of work 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 most recent fiscal year. 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 the Contract including:
2. Name, position title, and role;
3. Hierarchies; and
4. Anticipated number of staff in each role.
5. Resumes for key personnel described in *Attachment 1: Draft Contract Section 4.1.1*.

**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: 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 5 two-sided pages (equal to 10 single-sided pages). Any requests to extend the page limits will be denied;
* Respondent **must** use blue or black, 12 pt. Calibri or Times New Roman 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 conducting MLR audit services for Medicaid or CHIP.
2. Describe Respondent’s experience with reviewing and determining the appropriateness of health care quality improvement activities included in the MLR numerator.
3. Describe how Respondent ensures adequate, detailed documentation is provided by the health plan MCOs to support a comprehensive audit and how Respondent handles situations for which adequate documentation is not provided.
4. Describe the most common challenge(s) Respondent faces when performing MLR audit services and how Respondent would resolve mitigate those issues if Respondent were awarded the Contract.
5. Describe the qualities and services that distinguish Respondent from its competitors, including any relevant accreditations or certifications Respondent has received.
6. Provide a sample of an MLR audit report. This sample should be a real example, but may be redacted, if needed. This sample does not count towards the page limit.

##### Proposed Letter of Agreement

Respondent **may** provide a letter of agreement. The letter of agreement must not conflict with *Attachment 1: Draft Contract*. *Attachment 1: Draft Contract* will supersede the letter of agreement in the event of a conflict. If Respondent provides a letter of agreement that meaningfully conflicts with *Attachment 1: Draft Contract*, FHKC may find the Respondent non-responsive.

If Respondent chooses not to submit a letter of agreement, Respondent must submit a statement to that effect in Tab E.

# 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 RFP 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 evaluation of Responsive proposals 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.
4. The Respondent’s total score will then be divided by the highest totaled technical score from all Respondents and multiplied by 50 to determine Respondent’s technical response score.

Example:

Respondent A receives 150 points

Respondent B receives 200 points

(Respondent A (150 points)/Respondent B (200 points)) x 50 = 37.5 technical response score for Respondent A

(Respondent B (200 points)/Respondent B (200 points)) x 50 = 50 technical response score for Respondent B

## Scoring Respondent’s Cost Proposal

For each audit time period (one health plan MCO contract year or two health plan MCO contract years), the lowest flat fee cost submitted by a Respondent for the specific audit time period will be divided by Respondent’s flat fee cost submission. The resulting number will then be multiplied by 50 to determine the Respondent’s cost proposal score.

Example:

Respondent A proposes $1,000 for one contract year

Respondent B proposes $2,000 for one contract year

(Respondent A ($1,000)/Respondent A ($1,000)) x 50 = 50

(Respondent A ($1,000)/Respondent B ($2,000)) x 50 = 25

## Overall Scoring

FHKC will determine which audit time period will be awarded. Respondent’s technical response score and Respondent’s cost proposal score for the selected audit time period will be summed to determine Respondent’s overall score.

Example:

Respondent A: 37.5 technical response score + 50 cost proposal score = 87.5 overall score

Respondent B: 50 technical response score + 25 cost proposal score = 75 overall score

# Award

After conducting evaluations, FHKC will recommend for Contract award the highest scoring Responsive and Responsible Respondent to the FHKC Board of Directors or its Executive Committee. If the Board or Committee approves the award recommendation, FHKC will Post a Notice of Contract Award on FHKC’s website. If the Board or Committee does not approve the award recommendation, FHKC may reject all proposals.

# Attachments

The following are the attachments to this RFP; 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 <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 <https://www.healthykids.org/news/calendar/procurement/>
* *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 2023-300-02 for MLR Audit 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 RFP 2023-300-02 is accurate, complete, and truthful. I acknowledge the receipt of any and all addenda to this RFP.

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 RFP, 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 RFP:

* 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
* Peggy Aune, Ph.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
* Austin Noll, Delegate, Agent for Health Care Administration
* Amra Resic, M.D., FAAFP: Family Physician, BayCare Medical Group
* 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
* Erica Floyd Thomas: delegate, Florida Department of Children and Families
* Andrea Gary, M.S., R.N.: Director, Office of Children’s Medical Services Managed Care Plan and Specialty Programs
* Juliet Hauser: Director of Communications, Florida Hospital Association
* Pat Smith: Community Relations Director, Florida Department of Children and Families
* Agata Wlodarczyk: Director of Communications, Florida Association of Insurance Agents
* 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**

* Peggy Aune, Ph.D.: Department of Education, Office of School Health Programs
* Peter Claussen, D.D.S.: Florida Dental Association, Vice Chair
* Jose Armas, M.D.: Child Health Policy Expert Representative, MCCI Medical Group
* Susan Benhaim, M.D.: Florida Healthy Kids parent
* Steve Freedman, Ph.D.: University of South Florida Health
* Robert Karch, M.D., M.P.H., FAAP: Designee, Department of Health
* 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
* Leon Biegalski, Chief Legal Officer
* 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 Hushour, Director of Accounting and Comptroller
* Laura Herold, Director of Administration
* Keenan Jenkins, Systems Compliance Analyst
* 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
* Debbie Shoup, Deputy Director of TPA Management
* Matt Sirmans, Director of Corporate Compliance
* David Tillotson, Information Systems Analyst

**Organizations**

* 4 All Promos
* Abila Accounting Software
* Access Translation Services
* Adobe Professional VIP Program
* Aetna Better Health of Florida, Inc.
* American Audio Visual
* American Express
* AMWins Group
* AT&T Mobility
* Awards4U
* Bill2Pay, LLC
* Blue Zone / Rocket Software
* Capital Health Plan
* CDW Direct, LLC
* Central Florida Health Care, Inc.
* Century Link
* Cisco-SmartNet-WebEx
* Comcast
* Community Care Plan
* Consortium of Education Foundations (CFEF)
* Constant Contact
* Copyfax 2000, Inc.
* Dean, Mead, Egerton, Bloodworth, Capouana & Bozarth, P.A.
* Dell Business Credit
* Delta Dental Insurance Company
* DentaQuest of Florida, Inc.
* Dynamic Quest, LLC
* Early Learning Coalition of NW Florida, Inc.
* Edvest College Savings Plan
* Epic Expos, Inc.
* Extended Hands, Inc.
* Family Healthcare Foundation
* Fastsigns
* Federal Express Corporation
* Feeding America Tampa Bay, Inc.
* Feeding South Florida
* Feeding the Gulf Coast, Inc.
* Florida Association of Counties, Inc.
* Florida Blue
* Florida Parent Educators Association, Inc.
* Florida Penguin Productions, Inc.
* Florida Prepaid College Board
* Gandy Printers
* GoDaddy
* Health Council of South Florida, Inc.
* Health Council of Southeast Florida
* Healthy Start Coalition of Southwest Florida Inc
* HOPE Helps, Inc.
* Hyatt Hotels
* ISF, Inc.
* James Moore & Co., P.L.
* John Hancock Freedom 529
* KPMG LLP
* Language Line Services
* Law, Redd, Crona, and Munroe
* Lee Memorial Health Systems d/b/a Lee Health
* Liberty Dental Plan of Florida, Inc.
* LobbyTools, Inc
* Maximus (PSI Services Holding, Inc.)
* McKee Insurance Agency, LLC
* Managed Care of Florida, Inc. d/b/a MCNA
* Mercer Health & Benefits, LLC
* Microsoft 365
* Nationwide
* Network Solutions
* New York's 529 College Savings Program Direct Plan
* RNS Communications / dba Motor Vehicle Network
* Party Central Plus, Inc.
* Paylocity Corporation
* Pitney Bowes
* Principal Financial
* PrintWorks
* Progress Software Corporation
* Project Link, Inc.
* QSource
* ReadyTalk
* RSUI
* Sachs Communications
* SafeGuard Business Systems
* Sales Force / Tableau
* Simply Healthcare Plans, Inc.
* Southern Baptist of Florida, Inc. d/b/a Wolfson Children's
* Specialty Sportswear and Promotions, LLC.
* Stericycle, Inc.
* Sun Life Assurance Company of Canada
* Tampa Bay Moms Group
* The Hartford
* The Krizner Group
* The Ounce of Prevention Fund of Florida
* Treasure Coast Foodbank
* True Health
* Truist Bank
* United States Postal Service
* USSA 529 College Savings Plan
* Utah Education Services (my529)
* WTEM 445 LLC
* Your Friend in the Printing Business, LLC
* Zenith Insurance Company

###### 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 RFP 2023-300-02 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 RFP.
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 RFP, 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 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 RFP 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.**