



REQUEST FOR PROPOSALS

RFP #: JTCHS 2024-11-10

PROFESSIONAL SERVICE AGREEMENT FOR EXTERNAL AND TAX AUDIT SERVICES

FOR

JESSIE TRICE COMMUNITY HEALTH SYSTEM, INC.

RFP ISSUE DATE: October 11th, 2024

PROPOSAL DUE DATE: November 29th, 2024

TABLE OF CONTENTS

	Page
I - INTRODUCTION AND BACKGROUND	
I.1 - General Information.....	1
II - PURPOSE OF THE REQUEST FOR PROPOSAL	
II.1 - RFP Questions and Clarification.....	2
II.2 - Designated Contact.....	2
II.3 - Addenda to RFP.....	2
II.4 - Cost of Proposals.....	2
III - SCOPE OF SERVICES	
III.1 - Scope.....	3
III.2 - Engagement Timeline.....	4
IV - PROPOSAL SUBMISSION	
IV.1 - Submission.....	5
IV.2 - Mailing Instructions.....	6
IV.3 - Disposition of Proposals.....	6
IV.4 - Modification or Withdrawal of Proposals.....	6
IV.5 - RFP and Awarding of Contract of Proposals - Key Events/Timeline	6
V - PROPOSAL FORMAT	
V.1 - Format.....	7
V.2 - Method of Award.....	8
V.3 - Additional Information/Amendment	8
V.4 - Letter of Intent.....	8
V.5 - Conflicts of Interest.....	9
VI - CONTRACT OVERVIEW	
VI.1 - Duration of Contract.....	10
VI.2 - Contracting Party.....	10
VI.3 - Contract Provisions.....	10
VI.4 - Acceptance of Terms and Conditions.....	10
VII - FEE PROPOSAL REQUIREMENTS	
VII.1 - Fee Proposal.....	11
VIII - EVALUATION/SELECTION PROCESS	
VIII.1 - Evaluation.....	11
VIII.2 - Competitive Range.....	12
IX - NEGOTIATIONS AND REVISIONS TO PROPOSALS.....	12
X - AWARD	
X.1 - Reservation of Rights.....	14
XI - ADMINISTRATIVE INFORMATION	
XI.1 - Confidentiality of Proposals.....	15
X.2 - Confidentiality.....	15
X.3 - Debarment.....	15
X.4 - Non-Discrimination and MWBE Policy.....	15
X.5 - Bid Protests.....	15

I - INTRODUCTION AND BACKGROUND

I.1 – GENERAL INFORMATION

The Jessie Trice Community Health System, Inc. (JTCHS) is a Florida 501 (c) 3, not-for-profit, Federally Qualified Health Center, which has been serving Miami-Dade County since 1967. The target population is the uninsured, underinsured, 95% of which live at or below the Federal Poverty Level of 200% in central and northwest Miami-Dade County.

JTCHS serves Miami-Dade County's low income, working poor and medically underserved residents since 1967, providing comprehensive primary healthcare, dentistry and behavioral health services to the community's most vulnerable residents. JTCHS provides services regardless of ethnicity, immigration status, or ability to pay. JTCHS has been accredited by The Joint Commission in both Ambulatory Care and Behavioral Health since 1999. JTCHS has a proven history of operational excellence, receiving the first Joint Commission Primary Care Medical Home (PCMH) certification in Florida in 2011 and is a current HRSA Health Center Quality Leader, as designated by the Health Resources and Services Administration (HRSA) - among the top 30% of all HRSA supported health centers that achieved the best overall clinical outcomes, demonstrating high quality across clinical operations. Additionally, JTCHS has PCMH Level Three recognition for six (6) of its primary care sites from the National Committee for Quality Assurance (NCQA) and has been recognized as a HRSA Access Enhancer and HRSA Health Disparities Reducer.

JTCHS owns and operates sixteen (16) facilities, including eight (8) Comprehensive Primary Care centers, forty (40) school-based/university centers, and other medical facilities. JTCHS employs 355 employees and has a total operating budget of approximately \$39,700,000. This budget consists of the following:

- Federal grants - \$15,500,000.
- Other Grants - \$7,900,000
- Patient Services Revenue - \$10,000,000
- Other Revenue - \$6,300,000.

II - PURPOSE OF THE REQUEST FOR PROPOSAL

JTCHS is issuing this Request for Proposals (RFP) to identify, select and engage an independent public accounting firm (“CPA Firm/Proposer”) to provide audit and tax services for the Jessie Trice Community Health System, Inc., and its Subsidiary (Jessie Trice Collaborative, Inc.), its Foundation (Jessie Trice Community Health System Foundation, Inc.), and its 401(k)-retirement plan, all collectively called the JTCHS.

JTCHS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by JTCHS.

JTCHS reserves the right to accept or reject any or all proposals, to waive informalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. JTCHS may accept any item or group of items of any proposal.

If, at any time, JTCHS determines it is in its best interest to discontinue use of these services, JTCHS reserves the right to cancel the contract to be awarded by giving thirty (30) days advance written notice.

II.1 - RFP QUESTIONS AND CLARIFICATIONS

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **November 1st, 2024, at 4PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by the Proposers and all JTCHS responses will be distributed to all prospective CPA Firms.

II.2 - DESIGNATED CONTACT

JTCHS will require all Proposers submitting proposals in response to this RFP to comply with Florida Chapter 287.057 Procurement of commodities or contractual services. except as outlined below, from the date this RFP is issued until the tentative award and approval of any contract (the “restricted period”) all communications between Proposers and JTCHS regarding this RFP, must be conducted only with the “designated contact” listed below.

The Designated Contact for this RFP is:
Fabian Thurston, Chief Operating Officer,
Jessie Trice Community Health System, Inc.
5607 NW 27th Avenue, Suite 1, Miami, Florida 33142
305-805-1700 ext. 1000
FThurston@JTCHS.org

II.3 - ADDENDA TO RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, JTCHS will issue an addendum to the RFP and distribute it to all known prospective Proposers.

II.4 - COST OF PROPOSALS

CPA Firms shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance of RFP conference or interview. All costs associated with a response to this RFP shall be borne by the CPA Firm.

III - SCOPE OF SERVICES

III.1 - SCOPE

The successful Proposer will perform the following services:

A. Jessie Trice Community Health System, Inc.:

1. Audits (fiscal year end January 31st.) will be performed in accordance with:
 - a) U.S. Generally Accepted Auditing Standards.
 - b) The standards for financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
 - c) The requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
 - d) The standards for financial audits contained in The Children's Trust Contracts.
2. Issue Auditor's Communication Letter to Those in Charged with Governance.
3. Issue Management Letters where applicable.
4. Tax Preparation:
 - a. Form 990 Return of Organization Exempt from Income Taxes will be prepared by the CPA Firm.
 - b. Form 990 Extensions will be filed by the CPA Firm, if applicable.

B. Jessie Trice Collaborative, Inc. (Subsidiary):

1. Audits (fiscal year end January 31st.) will be performed in accordance with:
 - a) U.S. Generally Accepted Auditing Standards.
 - b) The standards for financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
 - c) The **New Markets Tax Credit (NMTC) Program**.
2. Issue Auditor's Communication Letters to Those in Charged with Governance.
3. Issue Management Letters where applicable.
4. Tax Preparation:
 - a) Form 990 Return of Organization Exempt from Income Taxes will be prepared by the CPA Firm.
 - b) Form 990 Extensions will be filed by the CPA Firm, if applicable.

C. Jessie Trice Community Health System Safe Harbor 401(K) Profit Sharing Plan:

1. Audit (fiscal year end December 31st.) will be performed in accordance with:
 - a) U.S. Generally Accepted Auditing Standards.
 - b) ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.
2. Issue Auditor's Communication Letters to Those in Charged with Governance.
3. Issue Management Letters where applicable.

III - SCOPE OF SERVICES (CONT'D.)

III.1 – SCOPE (CONT'D.)

D. Jessie Trice Community Health System Foundation, Inc.:

1. Audit (**fiscal year end December 31st**) will be performed in accordance with:
 - a) U.S. Generally Accepted Auditing Standards.
 - b) The standards for financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. Issue Auditor’s Communication Letters to Those in Charged with Governance.
3. Issue Management Letters where applicable.
4. Tax Preparation:
 - a) Form 990 Return of Organization Exempt from Income Taxes will be prepared by the CPA Firm.
 - b) Form 990 Extensions will be filed by the CPA Firm, if applicable.

III.2 ENGAGEMENT TIMELINE

The proposed engagement schedule for the **2024-25** fiscal year is as follows. Management reserves the right to make changes to this schedule at its discretion.

Engagement Items/Deliverables:	Anticipated Submittal/Completion Dates*		
	JTCHS & Subsidiary	Foundation	401(k) Plan
1. Audit Plan, Pre-Engagement Conference and Requested Items	March 15 th ,	May 15 th ,	June 15 th ,
2. Preliminary/Interim Work Completed	April 15 th ,	May 15 th ,	June 15 th ,
3. General Fieldwork Completed	May 15 th ,	May 31 st ,	June 30 th ,
4. Preliminary Audit Report Drafts and Exit Conference	May 31 st ,	May 31 st ,	July 15 th ,
5. Final Audit Reports, Management Letters and Communication Letters.	June 15 th ,	June 15 th ,	July 31 st ,
6. Form 990 Return Draft	July 15 th ,	July 15 th ,	N/A
7. Form 990 Return Final	July 31 st ,	July 31 st ,	N/A
8. Data Collection Form Filing	July 31 st ,	July 31 st ,	N/A
9. Engagement Wrap-ups.	August 15 th ,	August 15 th ,	July 31 st ,
* Subject to Change at Management’s Discretion.			

IV - PROPOSAL SUBMISSION

IV.1 - SUBMISSION

- A. All Proposers **MUST** submit **one (1) original and three (3) duplicate copies** of the complete proposal, in an envelope.
- B. All proposals **MUST** be submitted on 8 ½ x 11-inch paper, neatly typed on one side only. Spreadsheets and 'cut sheets' may be printed on 8 ½ x 14-inch papers.
- C. One Proposal **MUST** also be provided in electronic format using a combination of Microsoft Word and Microsoft Excel. Thumb drive preferred (included in the envelope).
- D. The original and all copies as stated above, **MUST** be submitted and clearly labeled on the outside with:
 1. **The CPA Firm's name.**
 2. **Address**
 3. **Telephone number**
 4. **RFP number: (JTCHS 2024-11-10)**
 5. **RFP title**
 6. **Proposal Due Date/time: November 29th, 2024, by 5pm.**
- E. Hand-carried proposals **MUST** be received between the hours of **8:00 am and 3:00 pm**, Monday through Friday before the deadline.
- F. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such a service. Proposal response submission to the Procurement Management Department on or before the stated time and date will be solely and strictly the Proposers'. JTCHS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.
- G. Proposals **MUST** be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by JTCHS as constituting an offer by the Proposer to perform the required services at the stated prices.
- H. Proposals should provide a straightforward complete and concise description of the Proposer's capabilities to satisfy the requirements of the RFP.

IV - PROPOSAL SUBMISSION (CONT.D.)

IV.2 – MAILING INSTRUCTIONS

Proposals **MUST** be received by **5:00 p.m. EST, on November 29th, 2024 (Submission Deadline)**. No proposals will be accepted after this deadline. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery to the following address:

**Jessie Trice Community Health System, Inc.
Attn: Fabian Thurston, Chief Operating Officer
Auditor RFP #2024-11-10
5607 NW 27th Ave, Miami, Florida 33142**

Incomplete proposals and proposals that do not meet the minimum requirements will be rejected. JTCHS may request that Proposers clarify contents in their proposals. Other than providing information requested by the JTCHS, including but not limited to the best and final offers, no Proposer will be allowed to alter its proposal or add new information after the final submission date and time.

IV.3 - DISPOSITION OF PROPOSALS

All proposals received by the due date become the property of JTCHS and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become a public record. Any proposals received after the due date will not be accepted and will not be opened. Proposers bear sole responsibility for retrieval of a proposal that was submitted beyond the deadline.

IV.4 - MODIFICATION OR WITHDRAWAL OF PROPOSALS

Pursuant to the procurement regulation, proposals may only be modified or withdrawn prior to the established due date in accordance with the RFP timetable.

IV.5 – RFP AND AWARDING OF CONTRACT - KEY EVENTS/TIMELINE

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

Request for Proposals to be Issued – 5:00 P.M. EST	Friday, October 11 th , 2024
Letter of Intent Submittal	Friday, October 25 th , 2024
Questions and Requests for Clarification - 5:00 P.M. EST	Friday, November 1 st , 2024
Questions and Answers to be Distributed – 5:00 P.M. EST	Friday, November 8 th , 2024
Proposal Submission Deadline – 5:00 P.M. EST	Friday, November 29 th , 2024
Proposals to be Opened – 10:00 A.M. EST	Wednesday, December 4 th , 2024
Finalist Presentations – 2:00 P.M. EST	Thursday, December 12 th , 2024
Projected Award Date	Friday, December 20 th , 2024
Projected Contract Start Date	Monday, December 23 rd , 2024

V - PROPOSAL FORMAT

V.1 - FORMAT

Proposals must include the following sections:

1. **Title Page.**

The title page should show the proposed title, name of the Proposer, its address, the name and title of the contact person, the name and title of the person authorized to represent the Proposer and the date.

2. **Table of Contents.**

The table of contents in the proposal should clearly identify all items of the proposal by question number and page number.

3. **Proposal Information.**

Proposal must contain, at a minimum, the following:

a) **Company Profile.**

Please provide a profile of the CPA Firm including:

- i. Name, Address, Telephone number and Fax number.
- ii. Contact person.
- iii. The location of the office(s) from which the services to be provided under this engagement are to be managed.
- iv. A brief history of the company and its delivery audit and tax services.
- v. Whether the CPA Firm complies to engage in the practice of public accounting and tax preparation services in the State of Florida. Attach a copy of the Firm's current License.
- vi. Whether the CPA Firm operates as an individual, partnership, or a corporation. Include the state in which it is incorporated or otherwise organized to conduct business.
- vii. The length of time the CPA Firm has been in business providing the services requested in this RFP.
- viii. A list of all accounts lost within the past three (3) years.
- ix. Whether the CPA Firm is listed as a vendor on the Children's Trust Vendor Pool List.
- x. Whether the CPA firm follows training and **peer review** requirements. **Attach** a copy of the two (2) most recent **Peer Review Reports**.

V - PROPOSAL FORMAT (CONT'D.)

V.1 - FORMAT (CONT'D.)

3. Proposal Information (Cont'd.)

b) Experience.

Please provide details of your company's experience including:

- i. Current and specific experience in not-for-profit Federally Qualified Health Center (FQHC) engagements including a description of the size (budget) and nature of the engagements. **Current means within the last 2 years.**
- ii. Listing of all current audit clients and any former clients for the previous three years.
- iii. Any other engagements of similar scope and complexity as JTCHS.
- iv. **References** with the names of the contact persons, addresses, and telephone numbers for at **least five (5)** similar engagements with **two (2) of the engagements** listed in your answer above as **FQHC engagements.**
- v. If the Proposer has ever been sanctioned, fined, or disciplined by any Federal, State or Local Agency, provide a detailed explanation of such incident.
- vi. Information related to any open audits, issues, lawsuits or concerns that the Proposer is currently experiencing. If the matters are deemed confidential, please provide as much detail as possible.

c) Approach. Please provide the following information on your approach for this engagement:

- i. Audit plan. Briefly describe your understanding of the scope of services to be provided. Indicate proposed time schedule for completing the work assuming the contract will be issued on the date given in the RFP.
- ii. Specific audit approach. Describe the process from start to finish that you will utilize to complete the engagement.
- iii. How your firm utilizes information technology for auditing functions.

d) Engagement Team. Please provide the following information on the Team and Team Structure:

- i. Names, titles and brief bios/resumes of key management and staff, their experiences, and roles for this engagement.
- ii. Change in personnel policies. Describe the Proposer's policy on notification of changes in key personnel.
- iii. Quality Control. Describe the Proposer's quality control program to ensure that the audit and tax services will be adequately performed.

V - PROPOSAL FORMAT (CONT'D.)

V.2 - METHOD OF AWARD

JTCHS will award a contract, **in its absolute and sole discretion**, to the most responsible and responsive Proposer whose proposal, in JTCHS's opinion, will be most advantageous in price and other factors. JTCHS reserves the right to aid it in determining which proposal is responsible as well as to require the Proposer to submit such evidence of qualifications as JTCHS deems necessary.

V.3 - ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the **Chief Operating Officer (fthurston@jtchs.org)** no later than the deadline for receipt of questions specified in the RFP timetable. The request must contain the RFP number and title, CPA Firm's name, address, telephone number and email. JTCHS will issue responses to inquiries and any other corrections or amendments it deems necessary by way of written solicitation amendments issued by email. CPA Firms shall not rely on any representations, statements, or explanations other than those made in this RFP or in any response to questions regarding this RFP that have been issued by the Chief Operating Officer. Where there appears to be conflict between this RFP and any amendments, the last amendment issued shall prevail.

V.4 - LETTER OF INTENT

Proposers interested in responding to the RFP must submit a Letter of Intent to Propose to the Designated Contact(s) by **October 25th, 2024**. Letters of Intent to Propose shall be non-binding.

Fabian Thurston, Chief Operating Officer
Jessie Trice Community Health System, Inc.
5607 NW 27th Avenue, Suite 1 Miami, Florida 33142
305-805-1700 ext. 1000
FThurston@JTCHS.org

V.5 - CONFLICTS OF INTEREST

The successful Proposer represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, JTCHS has a financial interest in the Proposer.

The successful Proposer further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, JTCHS has a financial interest in the Proposer, the Proposer shall promptly disclose that financial interest to JTCHS in writing if a financial interest is disclosed by the Proposer in accordance with this Section. The Parties agree to make good faith efforts to resolve any conflict of interest, provided however, if such conflict of interest cannot be resolved, JTCHS, at its option, may declare any agreement between the Proposer and JTCHS null and void.

V - PROPOSAL FORMAT (CONT'D.)

V.5 - CONFLICTS OF INTEREST (CONT'D.)

For purposes of this Section, the term “financial interest” shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or “in-kind” compensation; (b) any gift of more than nominal value; (c) service as an officer or director of the Proposer whether or not remuneration is received for such service; or (d) an ownership interest in the Proposer, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.

VI – CONTRACT OVERVIEW

VI.1 - DURATION OF CONTRACT

The successful Proposer will receive a **three (3) year** contract for the fiscal years ending **January 31st, 2025, 2026, 2027** with the option to renew it on a year-by-year basis for **two (2) additional years of 2028 and 2029**.

The Foundation and the 401(k) Retirement Plan will have a **three (3) year contract** for the fiscal years ending **December 31st, 2024, 2025, 2026** with the option to renew it on a year-by-year basis for **two (2) additional years of 2027 and 2028** as well.

VI.2 - CONTRACTING PARTY

JTCHS will be the only contracting entity for this RFP.

VI.3 - CONTRACT PROVISIONS

The contract will incorporate provisions of this RFP and portions of the successful proposal to which JTCHS agrees. The contract will be on JTCHS’s standard contract form, which will include the JTCHS’s Terms and Conditions, and any applicable riders or other information deemed appropriate by JTCHS. **The final executed contract** shall supersede all proposals, whether written or oral, and all negotiations, conversations, and discussions prior to execution of the contract. Final contract executed pursuant to this RFP shall be subject to JTCHS’s purchasing policies and procedures and the review and approval of JTCHS Board of Directors and Legal Affairs.

VI.4 - ACCEPTANCE OF TERMS AND CONDITIONS

The successful Proposer must acknowledge that it has read the JTCHS’s Terms and Conditions, and that it understands and agrees to be bound by the same, with noted exceptions. The Proposer must provide a separate document of exceptions, if any, taken to JTCHS’s Terms and Conditions. Each exception must reference a specific numbered paragraph of the Terms and Conditions. The Successful Proposer shall state a proposed alternative to each exception taken when stating that the term or condition is “unacceptable.” Any exceptions to JTCHS’s Standard Terms and Conditions may disqualify a Proposer’s proposal.

VII - FEE PROPOSAL REQUIREMENTS

VII.1 – FEE PROPOSAL

CPA Firms must provide a description of compensation for each of its individual engagement services. The CPA Firm must Specify cost for each audit and tax services by years as follows:

- A. **Personnel costs** – Itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with the different rates per hour.
 1. Estimate hours – categorize estimated hours into the following: on-site and work performed in the Auditor’s office.
 2. Rate per hour.
 3. Total cost for each category of personnel and for all personnel costs in total.
- B. **Other costs** – completely identify and itemize.

VIII – EVALUATION/SELECTION PROCESS

VIII.1 – EVALUATION

The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established by JTCHS.

The Selection Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A CPA Firm may receive all or a portion of this amount depending on the merit of the proposal absolutely and in relation to the competing proposals as determined by the Selection Committee.

The following criteria will be evaluated when ranking the proposals: The Committee will interview a maximum of three firms based on the criteria below:

<u>No.</u>	<u>Qualification Factor</u>	<u>Point Range</u>
1	CPA Firm’s Structure, Size and Diversity of Staff Assigned to Audit	0-15
2	Qualifications and Experience of Audit Personnel Assigned to the Audit	0-20
3	Qualifications and Experience with Similar Organizations	0-15
4	CPA Firm’s Understanding of Work and Time Frame to Complete the Audit.	0-15
5	Price	0-20
6	Requirements met as stated in proposal	0-15
	Total Points	100

VIII – EVALUATION/SELECTION PROCESS (CONT'D.)

VIII.2 - COMPETITIVE RANGE

- A. **Establishing Competitive Range** - When the Selection Committee determines, in accordance with the solicitation, that negotiations are to be conducted with more than one CPA Firm, the Selection Committee shall establish a competitive range. Based on the ratings of each proposal against the applicable evaluation criteria, the competitive range shall be comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to Subsection (b) below.
- B. **Limiting Competitive Range** - After evaluating all eligible proposals, the Selection Committee may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The Selection Committee shall have the discretion to limit the number of proposals in the competitive range to such a number as to permit efficient competition among the most highly rated proposals.
- C. **Notification** - If the Selection Committee decides that a CPA Firm's proposal should be excluded or eliminated from the competitive range, the proposal shall be excluded or eliminated from consideration for award. The Procurement Officer shall record in writing the basis for excluding or eliminating CPA Firms from the competitive range and shall promptly notify any unsuccessful CPA Firms in writing of the decision.
- D. **Debriefing** - CPA Firms excluded or otherwise eliminated from the competitive range may request debriefing from the Procurement Officer. Any CPA Firm questioning exclusion or elimination from the competitive range must first request a debriefing in accordance with this Subsection within **five (5) business days** after receipt of notice from JTCHS. The CPA Firm shall then have **five (5) business days** from the date of the debriefing to file a protest in accordance with Section XI.5, Bid Protests.

IX - NEGOTIATIONS AND REVISIONS TO PROPOSALS

IX.1 - NEGOTIATIONS

- A. **Authorization** - The Selection Committee may conduct negotiations with:
 - i. CPA Firms determined to be in the competitive range.
 - ii. The highest ranked CPA Firm when the Selection Committee established competitive range and has completed its final evaluation of proposals.
 - iii. The highest ranked CPA Firm when the Selection Committee determines not to establish a competitive range; or
 - iv. A sole CPA Firm when only one proposal is received.
- B. **Purposes of Negotiations** - Negotiations are held to:
 - i. Promote understanding of JTCHS's requirements and the CPA Firm's proposals; and
 - ii. Facilitate arriving at a contract that will be most advantageous to JTCHS taking into consideration price and the other evaluation factors set forth in the Request for Proposals.

IX - NEGOTIATIONS AND REVISIONS TO PROPOSALS (CONT'D.)

- C. **Conduct of Negotiations** - The Selection Committee should establish procedures and schedules for conducting negotiations in accordance with this Section. There may be successive rounds of negotiations with the Proposers in the competitive range followed by the opportunity for the Proposers to revise their proposals for further evaluation by the Selection Committee. Perceived weaknesses and deficiencies in each proposal in the competitive range may be identified by the Selection Committee and conveyed separately to each Proposer. After each successive round of evaluations, the Selection Committee may reduce the number of Proposers remaining in the competitive range. If during negotiations the Selection Committee determines there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change and shall be distributed to each Proposer remaining in the competitive range. Any substantial oral clarification of a proposal shall be reduced to writing by the Proposer. The Procurement Officer shall keep a record of the date, place, and purpose of meetings and those attending.
- i. **Authorized Representatives** - Any representative of the Proposer participating in oral presentations or negotiations for the Proposer shall be listed and submitted with the proposal.
 - ii. **Meetings** - All negotiations shall be conducted in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.
- D. **Best and Final Offers** - When in the best interest of JTCHS, the Selection Committee may request, through the Procurement Officer, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. The Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Selection Committee, through the Procurement Officer, may make a written determination that it is in JTCHS's best interest to conduct additional negotiations with more than one Proposer or change JTCHS's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.
- E. **Completion of Negotiations** - When the Selection Committee has established a competitive range, and when the Selection Committee has completed its final evaluation of proposals, with or without best and final offers, the Selection Committee may, if necessary, instruct JTCHS's negotiators established under Subsection (a) of this Section to continue, and attempt to complete, negotiations with the highest ranked Proposer. The work product of JTCHS's negotiators shall be presented to the Selection Committee for review and approval. The Selection Committee may approve the completed negotiations and submit its award recommendation to the Procurement Officer. In the alternative, the Selection Committee may instruct JTCHS's negotiators to continue negotiations with the highest ranked Proposer, or it may instruct the Selection Committee to move to the second highest ranked Proposer to continue, and attempt to complete, negotiations with that Proposer.

X - AWARD

Contract award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to JTCHS taking into consideration the evaluation factors set forth in the Section **VIII.1** above. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Procurement Officer. The Procurement Officer may:

- A. Approve the recommendation of the Selection Committee and proceed with the award of the contract in accordance with JTCHS's Procurement Policy.
- B. Reject the recommendation of the Selection Committee and instruct the Selection Committee to re-evaluate and make further recommendations.
- C. Reject the recommendation of the Selection Committee, re-evaluate the proposals and proceed with the award of the contract in accordance with JTCHS's Procurement Policy;
or
- D. Reject all proposals in accordance with JTCHS's Procurement Policy.

X.1 - RESERVATION OF RIGHTS

JTCHS reserves the rights to:

- **Reject** any or all proposals received in response to the RFP.
- **Withdraw** the RFP at any time, at JTCHS's sole discretion.
- **Make** an award under the RFP in whole or in part.
- **Pursue** any or all the services described herein from alternate sources.
- **Disqualify** a Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.
- **Seek** clarifications and revisions of proposals.
- **Require** correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the RFP requirements.
- Prior to the opening of proposals, **amend** the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available.
- Prior to the opening of proposals, **direct** Proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP.
- **Change** any date set forth in this RFP.
- **Waive** any informalities or any non-material requirements of the RFP.
- **Negotiate** with the successful Proposer within the scope of the RFP in the best interests of JTCHS. (See above)
- **Require** Proposers to submit best and final offers ("BAFOs").
- **Negotiate** with selected Proposers prior to contract award.
- **Make** any payment contingent upon submission of specific deliverables.
- **Require** that all offers be held open for a period of **60 days** unless indicated in writing.

XI – ADMINISTRATIVE INFORMATION

XI.1 - CONFIDENTIALITY OF PROPOSALS

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Proposers. The Proposers must provide specific justification as to why disclosure of information in the RFP would cause substantial injury to the competitive position of the Proposer. Properly identified information that has been designated confidential, trade secret, or proprietary by the Proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. If JTCHS determines that the law requires that confidential information be disclosed, JTCHS will notify the Proposers so that it may take whatever steps it deems appropriate.

XI.2 - CONFIDENTIALITY

“Confidential Information” shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Proposer or JTCHS.

In performing its respective obligations under the contract, the Proposer may encounter, be given access to, and, in some instances, contribute to Confidential Information. In consideration of permitting the Proposer to have access to the Confidential Information during the term of the contract, the Proposer agrees that it will not disclose to any third party any Confidential Information of the JTCHS, except with prior written consent. The Proposer shall only make the Confidential Information available to its employees, attorneys or other hired professionals in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

XI.3 - DEBARMENT

The Proposer represents that (a) it has not been **convicted of a criminal offense** related to health care; and (b) it is not currently listed by the State of Florida, any political subdivision of the State of Florida or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Proposer shall promptly notify JTCHS, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which JTCHS may terminate the Agreement.

XI.4 - NON-DISCRIMINATION AND MWBE POLICY

It is the policy of the JTCHS to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (Vendor, Sub Vendor, Suppliers and others) for business enterprises owned by persons of color and women – **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)**. The Proposers are encouraged to use their reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this RFP and to develop a policy to monitor such participation efficiently and effectively.

XI – ADMINISTRATIVE INFORMATION (CONT'D.)

XI.5 - BID PROTESTS

A. Right to Protest.

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the JTCHS Procurement Officer and Chief Operating Officer.

1. Protests regarding the terms or specifications of any solicitation, including any amendments issued hereunder, must be submitted prior to the date and time specified for opening of bids or receipt of proposals.
2. Protests regarding recommendation for an award of a contract, notice of unacceptable proposal, or any other action by JTCHS or its staff must be submitted in writing within **five (5) business days** from:
 - a. The posting of a notice of award by JTCHS; or
 - b. If there is no posting, the receipt of a notice from JTCHS; or
 - c. If there is no posting or receipt of notice, the date of the event gives rise to the protest.
3. Failure to file the protest within the time allowed constitutes a waiver of all rights to protest the matter involved.
4. The written protest shall include:
 - a. The name and address of the Proposer.
 - b. Appropriate identification of the procurement or contract.
 - c. A statement of the reasons for the protest; and
 - d. Supporting exhibits, evidence, or documents to substantiate any claims.
5. A protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

B. Decision.

JTCHS shall promptly decide whether the solicitation or award was in accordance with applicable laws, policies, regulations, and the terms and conditions of the solicitation.

C. Appeal.

Any Proposer aggrieved by the decision of JTCHS may **appeal** in writing within **ten (10) calendar days** from receipt of the decision. Such an appeal must state in reasonable detail all bases for the appeal. Failure to appeal the decision within this time constitutes a waiver of all rights to appeal the decision of JTCHS.

D. Entitlement of Costs.

When a protest is sustained and the protesting Proposer should have been awarded the contract under the solicitation, then the protesting Proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, consisting solely of bid preparation costs – excluding any other compensation, costs, or attorney's fees.

XI – ADMINISTRATIVE INFORMATION (CONT'D.)

XI.5 - BID PROTESTS (CONT'D.)

E. Exclusion or Elimination of Bidder.

Any Proposer questioning exclusion or elimination (or a notice of unacceptable proposal) must first request a debriefing from the procurement officer within **five (5) business days** after receipt of notice. The Proposer will then have five (5) business days from the date of the debriefing to file a protest.