

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH 17-003



10-2016

INVITATION TO NEGOTIATE (ITN)
FOR
Early Steps Administration System

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: () _____ **Fax Number:** () _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the Standard Contract or Department of Terms and Conditions.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the organization to the provisions of the replies. This usually is the President, Chairman of the Board, or owner of the entity. document establishing delegated authority must be included with the Reply if signed by other than the authorized representative.

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SECTION 1.0: INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The Department of Health is requesting replies from qualified Respondents to Implement a Commercial off the Shelf Package that is modern, web-based, exhibits a high degree of configurability for flexibility, and meets the majority of the functional requirements such that implementation and annual recurring costs are less expensive than a custom build and internal support. The desire is for a hosted solution for which the Respondent ensures health and availability, and upgrades. See **Attachment C** for more information about today's Early Steps Administration system and automation.

1.2 Definitions

Business days: Monday through Friday, excluding state holidays.

Business hours: 8 a.m. to 5 p.m., Eastern Time on all business days.

Calendar days: All days, including weekends and holidays.

CHD: County Health Department.

Contract: The formal agreement or order that will be awarded to the successful Respondent under this ITN, unless indicated otherwise.

Contract Manager: An individual designated by the Department to be responsible for the monitoring and management of the Contract.

COTS: Commercial off-the-shelf.

Department: The Department of Health; may be used interchangeably with DOH.

Contract Manager: An individual designated by the Department to be responsible for the management and monitoring of the contract.

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITN terms and conditions which does not affect the price of the Reply or give the Respondent an advantage or benefit not enjoyed by other respondents or does not adversely impact the interests of the Department.

Reply: The complete written response of the respondent to the ITN, including properly completed forms, supporting documents, and attachments.

Respondent: a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

UAT: User Acceptance Testing.

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu.

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: **Diana Trahan/Tamara Harrington**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Diana.Trahan@flhealth.gov or Tamara.Harrington@flhealth.gov

2.2 Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

2.3 Term

It is anticipated that the Contract resulting from this ITN will be for five years beginning October 1, 2018, and is subject to renewal.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

2.5 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITN Advertised / Released	April 19, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

Questions Submitted in Writing	Must be received PRIOR TO: May 10, 2018 @ 3:30 PM	Submit to: Florida Department of Health Central Purchasing Office Attention: Diana Trahan/Tamara Harrington 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: diana.trahan@flhealth.gov Tamara.harrington@flhealth.gov
Answers to Questions (Anticipated Date)	May 24, 2018	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Technical Replies Due and Opened	June 14, 2018 @ 3:00 pm ET	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Replies (Anticipated Date)	July 16, 2018	Evaluation Team Members to begin evaluations individually.
Respondent Negotiation Notification (Anticipated Date)	August 7, 2018	The Procurement Officer will notify the Respondents with whom the Department intends to negotiate with.
Beginning of Negotiations (Anticipated Date)	August 13, 2018 – August 17, 2018	Negotiations are not public meetings; however, they are recorded.
Posting of Intent to Award (Anticipated Date)	August 27, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Respondent to be aware of any addenda that might affect their Reply.

2.7 Identical Tie Replies

Where there is identical pricing or scoring from multiple respondents, the Department will determine the order of negotiations or award in accordance with Florida Administrative Code Rule 60A-1.011.

2.8 Federal Excluded Parties List

In order to comply with Federal grant requirements, and/or determining vendor responsibility in accordance with sections 287.057(1), (2) and (3), Florida Statutes, and rule 60A-1.006(1), Florida Administrative Code, a Respondent or subcontractor(s) that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit a Bid for, or enter into or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

2.9 Certificate of Authority

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

2.10 Respondent Registration

Each Respondent doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Respondent must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

Respondents lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

2.11 Minority and Service-Disabled Veteran Business-Participation

The Department encourages Minority, Women, Service-Disabled Veteran, and Veteran-Owned Business Enterprise participation in all its solicitations.

2.12 Standard Contract

Respondents must become familiar with the Department's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable.

The Standard Contract terms and conditions are located at: <http://www.floridahealth.gov/media/procurements/documents/doh-standard-contract.pdf>.

2.13 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITN Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.14 Subcontractors

Respondent may enter into written subcontracts for performance of specific services (but not all Contract services) under the Contract resulting from this solicitation, as specified in the terms of the Standard Contract. Anticipated subcontract agreements known at the time of Reply submission and the amount of the subcontract must be identified in the Reply. If a subcontract has been identified at the time of Reply submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Respondent enters into with respect to performance under the Contract will in any way relieve the Respondent of any responsibility for performance of its contractual responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

2.15 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

2.16 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the Contract resulting from this solicitation must contain financial consequences that will apply if Provider fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and Contract amount.

2.17 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITN, plus any conflict of law issue, will be governed by the laws of the State of Florida. Venue must be Leon County, Florida.

2.18 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records at cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or otherwise, and must comply with Chapter 119 at all times as specified therein. It is expressly understood that the Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFP and entitles the Department to unilaterally cancel the Contract agreement.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP must be retained by the Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

SECTION 3.0: SUBJECT OF SOLICITATION

3.1 Background

Florida's Early Steps Program provides early intervention services to infants and toddlers in a variety of home and community based settings. These services and supports enhance family and caregiver confidence and capacity to meet their child's developmental needs and desired outcomes. The Early Steps Program currently uses a data system developed to track developmental follow-up for certain infants born in or transferred to neonatal intensive care units in hospitals throughout Florida. The current system provides for data collection and reporting, and also performs Medicaid Billing Agent responsibilities.

3.2 Questions Being Explored

The Department is seeking responses, from qualified Respondents, who can provide a modern, web-based system that can be developed or modified to meet the requirements of an Early Steps statewide system. The Respondent replies should demonstrate the technical expertise, specialized capabilities of the package to meet the functional, technical and hosting requirements, the functionality to meet programmatic needs, an achievable implementation plan, the support and approach to system sustainment and the expertise and background needed to ensure the hosted solution successfully fulfills the Department's needs.

3.3 Facts Demonstrating Need

The Florida Department of Health is seeking to replace the existing Early Steps Administration System with a more robust system to continue to provide efficient services for the Early Steps Program. The Department desires a replacement data system that will record child-specific developmental and outcome data, allow access to families and health care professionals, allow population and region-level reporting, and facilitate contract and fiscal monitoring. By using a modern data system, the Department will ensure programmatic and fiscal accountability of the Early Steps Program. The replacement will actively monitor performance indicators and on-going quality improvement efforts, as well as capture fiscal and encounter data. (section 391.301 through 391.308, Florida Statutes, and 34 CFR, Part 303, United States Department of Education).

3.4 Specific Goals

- 3.4.1** A single source of record for everything pertaining to a child, which will allow for the tracking of outcome data; outcome data can help identify the most effective services
- 3.4.2** System alerts that will assist the Early Steps Program with maintaining compliance with Federal timelines and getting the state removed from the Federal "needs assistance" status
- 3.4.3** Families will have immediate access to the child's Individual Family Service Plan (IFSP) and services information
- 3.4.4** More efficient operations; rather than spending time searching for information from multiple sources the information will be in the system, freeing up the Local Early Steps (LES) staff's time to interact more with the families and providers
- 3.4.5** Ability to complete work tasks within the Early Steps Administration system via modern mobile technology

3.5 Legal Authority

Section 391.301-391.308, Florida Statutes; and 34 CFR, Part 303, United States Department of Education.

3.6 Experience and Qualifications

Respondent should demonstrate a minimum of 5 years' experience within the last 10 years with developing or configuring case management software with approximately 1.5 million annual transactions, data migration and conversion, that supported a minimum of several hundred users. Respondent shall indicate specialization or expertise and the number of years of prior experience with the following:

- Case Management Projects
- IT Projects and outcomes
- IDEA Part C Programs

- 3.6.1 List all previous contracts for similar services in the last 10 years, specifically identify any contracts of a similar nature with a state or federal agency. Describe the nature of the work, the length of the contract and whether the contract was completed on time.
- 3.6.2 Identify any contracts in the last 10 years that were terminated prior to the original term stated in the contract. Specifically identify any contracts terminated for cause.
- 3.6.3 Identify any contracts in the last 10 years where liquidated damages or financial consequences were assessed.
- 3.6.4 Identify any contracts that were the subject of litigation (include the jurisdiction, the name of the case, the case number and the outcome or status of the litigation).

3.7 Application Data Security and Confidentiality

The Respondent, its employees, subcontractors, and agents must comply with all cyber security procedures of the Department of Health in performance of the contract resulting from this solicitation as specified in **Attachment B**.

SECTION 3.0: INSTRUCTIONS FOR REPLY SUBMITTAL

4.1 General Instructions to Respondents (PUR1001)

This section explains the general instructions of the solicitation process to respondents (PUR 1001), and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Reply:

<http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

4.2 General Contract Conditions (PUR1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that will apply to any contract resulting from this ITN, to the extent they are not otherwise modified. This document should not be returned with the Reply.

<http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.3 Contents of Technical Reply

Replies are asked to be organized in sections as directed below. Complete each section entirely or the Reply may be deemed non-responsive. Submit the following sections of the Reply in one, sealed package to the Procurement Officer. Failure to organize a reply in the suggested manner may result in the inability to locate provided information.

Organize each Reply as follows:

TAB 1 Signed Title Page of this ITN
Attachment A – Statement of Non-Collusion

TAB 2 Attachment F - Experience and Qualifications Response to Section 3.6

TAB 3 The following completed Attachments:

Attachment E – Data Conversion Plan Reply
Attachment G – Hosting Approach and Plan Reply
Attachment H – Resource Staffing Approach and Plan Reply
Attachment I – Post Implementation Support Approach and Plan Reply
Attachment J – Training Approach and Plan Reply
Attachment K – UAT Approach and Plan Reply
Attachment M – High Level Workplan and Relative Schedule Reply

TAB 4 The following completed Attachments:

Attachment L – Functional-Technical-Service Requirements Response Matrix
Attachment N – Summary of Solution Reply

TAB 5 Price Sheets – Attachment D

Respondents must submit the Price Sheets – **Attachment D** as specified in Section 4.4.2 and in the price sheet instructions.

4.4 How to Submit a Reply

Respondents are asked to submit the following copies:

4.4.1 Technical Reply

The Technical portion of the Reply includes the information specified in Section 3.0 of this ITN. The Technical portion of the Reply will be submitted as follows:

4.5.1.1 One original version (hard copy) of the Technical portion of the Reply marked as “Original”, and three copies marked as “Copy”.

4.5.1.2 One copy of the entire Technical portion of the Reply in Adobe (.pdf) (this must not be a scanned document so that the contents are searchable), on a USB thumb drive. Large files may be included on separate thumb drives but must be properly labeled (Tab 1, Tab 2, etc.).

4.4.2 Price Sheet(s)

The Price Sheet(s) will be submitted along with the Technical Reply, in a separate sealed envelope of the Reply as follows:

4.5.2.1 One original version (hard copy) of **ATTACHMENT D – Price Sheets** marked as “Original”, and one copy marked as “Copy”.

4.5.2.2 One copy of **ATTACHMENT D – Price Sheets** for the Reply in Adobe (.pdf) (this must not be a scanned document so that the contents are searchable), and a copy of **ATTACHMENT D – Price Sheets** in Excel (.xls or .xlsx) on a USB thumb drive.

The electronic copy of the “Original” Technical Proposal will be considered the authority if there are any differences between the paper and electronic copies.

Refer to **Section 4.9** for information on redacting confidential information, if applicable.

4.5 Reply Labeling

4.5.1 Technical Reply

The Technical Reply must be sealed and identified as follows:

DOH17-003
Invitation to Negotiate for
Early Steps Administration System
Due: May 22, 2018

Respondent's Name
TECHNICAL REPLY

4.5.2 Price Reply

The Price Reply must be sealed and identified as follows:

DOH17-003
Invitation to Negotiate for
Environmental Health Automated System
Due: May 22, 2018
Respondent's Name
PRICE REPLY

4.5.3 All Replies must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way Bin B07, Tallahassee, Florida 32399.

4.6 Instructions for Submittal

- 4.6.1. Respondents are required to complete, sign, and return the "Title Page" with the Reply submittal. **(Mandatory Requirement)**.
- 4.6.2 Respondents must submit all technical data in the formats specified in the ITN.
- 4.6.3 Replies must be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline. **(Mandatory Requirement)**.
- 4.6.4 Replies submitted via electronic mail (email) or facsimile will **not** be considered.
- 4.6.5 The Department is not responsible for improperly addressed or labelled replies.
- 4.6.6 It is the respondent's responsibility to ensure its Reply is submitted at the proper place and time indicated in the ITN Timeline.
- 4.6.7 The Department's clocks will provide the official time for Reply receipt.
- 4.6.8 Materials submitted will become the property of the state of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in Respondent replies.

4.7 Documentation

Respondents must complete and submit the following information or documentation as part of their Technical Reply:

4.7.1 Statement of Non-Collusion

Respondents must sign and return with their reply the **Statement of Non-Collusion** form, **Attachment A**.

4.8 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

4.9 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Respondent considers any portion of its Reply to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, the Respondent will provide the Department with a separate redacted paper and electronic copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent will be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

4.10 Special Accommodations

Any person who requires special accommodations at DOH Purchasing because of a disability should call the DOH Purchasing Office at (850) 245-4199 at least five work days prior to any pre-Reply conference, reply opening, or meeting. If hearing or speech impaired, contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

4.11 Responsive and Responsible (Mandatory Requirement)

Respondents must complete and submit the following **mandatory** information or documentation as a part of its Reply. Any Reply which does not meet these requirements or contain this information will be deemed non-responsive.

- a. Replies must be received (**per Section 4.3**) by the time specified in the Timeline (**Section 2.5**).
- b. The Title Page of this ITN must be completed, signed, and returned with the Technical Reply.

4.12 Late Replies

The Procurement Officer must receive replies pursuant to this ITN no later than the date and time shown in the Timeline (Refer to **Section 2.5**). Replies that are not received by the time specified will not be considered.

4.13 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to Contract with an agency.”

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to Statement of Non-Collusion, **Section 4.7.1**.

SECTION 5.0: REPLY EVALUATION PROCESS AND CRITERIA

5.1 Introduction

The Department will evaluate and score replies to establish a reference point from which to make negotiation decisions. The Department reserves the right to short list respondents deemed to be in the competitive range to conduct negotiations prior to final determination of Contract award. The Department may choose to enter into concurrent negotiations with more than one Respondent.

The Department may accept or reject any and all replies, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Reply not submitted in the manner specified by this ITN.

Successful negotiations do not guarantee award of a Contract. Award of a Contract does not guarantee placement of order for services.

The Department reserves the right to award more than one contract as a result of this ITN.

5.2 Evaluation Criteria

The Department will evaluate replies against all evaluation criteria set forth in **Section 3.0** in order to establish a competitive range of replies reasonably susceptible of award. **The maximum points possible for the total Reply submission is: 400.**

5.2.1. Scoring of Technical Replies

Technical Replies will be scored by the Evaluation Team in the areas indicated below. The raw scores in each evaluation area from each team member will be averaged together. These average scores will be added to determine each Respondent's Technical Reply score.

Evaluation Criteria - Technical	Maximum Points
Solution Summary of Solution – 50, Attachment N Functional requirements satisfaction reply – 100, Attachment L Technical requirements satisfaction reply – 30, Attachment L	180
Implementation Implementation Service Requirements Satisfaction Reply – 30, Attachment L Hosting Approach and Plan Reply – 20, Attachment G Training Approach and Plan Reply – 20, Attachment J UAT Approach and Plan Reply – 20, Attachment K Staffing Approach and Plan Reply – 20, Attachment H Data Conversion Approach and Plan Reply – 20, Attachment E High Level Work plan and Relative Schedule Reply – 20, Attachment M	150

Post-Implementation Support Support Approach and Plan Reply – 30, Attachment I	30
Ability to Perform Experience and Qualification Reply – 40, Section 3.6, Attachment F	40
TOTAL MAXIMUM POINTS POSSIBLE	400

5.3 Contract Negotiations

The Department reserves the right to negotiate with as many respondents as it determines appropriate. The Department will schedule negotiations at its discretion. If the Department is unable to negotiate a satisfactory contract with any of the respondents, negotiations may be reinstated. Negotiations may continue until an agreement is reached or all replies are rejected. Negotiations do not guarantee award of a contract.

5.4 Notice of Agency Decision

At the conclusion of Reply evaluations and contract negotiations, the Department will announce its intended decision. Notice will be posted on the state's Respondent Bid System. The Department will award to the responsible, responsive Respondent determined to provide the best value, based upon the negotiations.

The Department reserves the right to award more than one contract as a result of this ITN.

5.5 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.6 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or by any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send replies to the Agency Clerk's Office. Send all replies to the Procurement Officer and address listed in the Timeline.

The Agency Clerk's mailing address is:

Agency Clerk, Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

**ATTACHMENT A
STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Provider, Respondent, or Vendor to the provisions of this Bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

ATTACHMENT B
APPLICATION DATA SECURITY AND CONFIDENTIALITY

This attachment is for the purpose of ensuring adequate information security protection is in place at all times during this contract between the Department of Health hereinafter referred to as “the (Department”) and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrates the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce a status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit’s noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
 - c. At the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 16” (SSAE 16).
 - d. Loss or Breach of Data: In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, Provider will be responsible for recreating such lost data, if possible, in the manner and on a schedule set by the Department at Provider’s sole expense. This will be in addition to any other damages the Department may be entitled to by law or the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any loss or breach of data, due to a failure to maintain adequate security and any costs to the Department for the loss or breach of security caused by Provider.
 - e. Data Protection: No State data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State data will only be available to approve and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all

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Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department. Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's loss or breach of data or the negligent acts or omissions of Provider related to this subsection.

- f. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the Department of such breach of security.
 - g. Data Retention: Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all state data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all state data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:
- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.

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- i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
- ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least ten (10) characters to include an upper and lowercase letter, a number, and a special character.
 - iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
- c. Department employees must not disable, alter, or circumvent Department security measures.
- d. Computer monitors must be protected to prevent unauthorized viewing.
- e. Consultation involving confidential information must be held in areas with restricted access.
- f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
- g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.
- h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management’s notification of a security violation.
- i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
- j. All employees are responsible for protecting Department data, resources, and assets in their possession.
- k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.

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- I. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida’s Agency for Healthcare Administrative, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
 - a. Follow all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM.
 - b. Use of any connection to the Department’s network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department’s network.
 - c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department’s ISM of any loss or breach of information originating from the Department and retrieved by Provider.

Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider’s loss or breach of data originating from the Department, or the negligent acts or omissions of Provider related to this subsection.

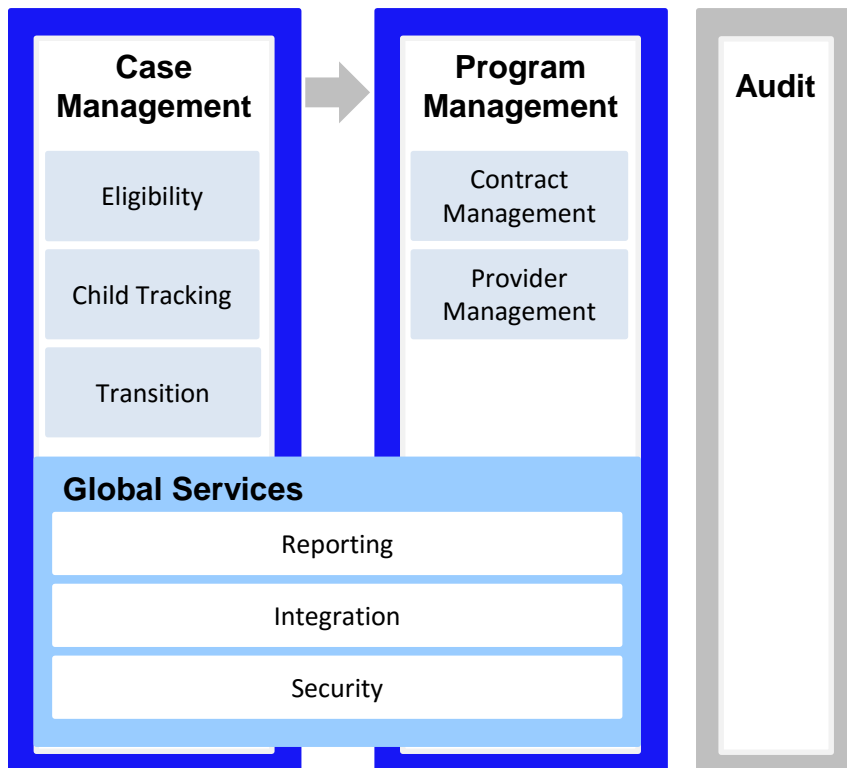
4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

The Florida Department of Health, Division of Children’s Medical Services, Early Steps Program is vital for children ages 0–36 months who have been diagnosed with developmental delays or who have been diagnosed with a condition that could lead to a developmental delay. The Program receives grant funding from the U.S. Department of Education (US DOE) to implement Part C of the Individuals with Disabilities Act (IDEA), which provides for early intervention services for children under three years of age with a developmental disability, with a developmental delay, or at-risk for delay. Federal regulations require Part C of the IDEA funds be used as the payer of last resort making Early Steps a vital stopgap for families after insurance, Medicaid, and other coverage is exhausted.

As the lead agency responsible for program oversight, Early Steps performs administrative functions, Federal reporting, Federal grant management, fiscal accountability, and monitoring contract compliance. The Early Steps Program is administered throughout the state through contracts in 15 geographic regions with Local Early Steps centers (LES). The LES centers are the contracted entities responsible for service provision, which includes evaluations for children referred for eligibility, assessments for intervention planning, coordination of services, delivery of early intervention services by working with internal and community service providers and other community resources, and transition when the child leaves the program.

The Department of Health is currently using the Early Steps Administration System (ESAS) to administer and monitor the Early Steps Program. ESAS is statewide web-based data collection and reporting system maintained and supported by a third-party data center vendor. The functional model of ESAS is depicted in the diagram below:





ATTACHMENT C Early Steps Administration System Overview



The case management function of ESAS is for monitoring a child's progress in the Early Steps program. Data collection begins when a child is referred and eligibility is determined to the program. The child's record is constantly updated and tracked for milestone dates from when the child was referred to when the child transitions out of the Early Steps program. Annual reviews are also performed and recorded to track child progress for exiting/transition or if necessary, further services are authorized for the child.

Child services are performed by providers associated with an LES center. A provider must be first credentialed before performing any services to a child. The provider's information is stored in ESAS and are assigned to children by an LES center. Once a service is rendered to a child, the provider will bill the child's private insurance, Medicaid, or other third-party funds. Community providers submit claims for any service not paid by a third-party source to the LES center based on approved rates. The LES center processes the claim and submits for payment. Invoice tracking is a major component of the program management function of ESAS. Majority of the system's daily transactions are from billing and claims.

The system can generate canned reports based on a user's filter criteria. The data fields of these reports are pre-defined for Federal reporting and contractual auditing use. Since Early Steps is a federally funded program, certain data elements are required to be reported to the Federal Government annually. A major function of ESAS reports it to meet the needs of Federal Reporting requirements. Each LES center performs a reconciliation process for billings and claims to meet contractual deliverable requirements, which are also reviewed by Early Steps State Office (ESSO) staff. Ad hoc reports can be requested by submitting a ticket to the ESAS vendor's help desk staff.

Electronic Data Interchange (EDI) is integrated into ESAS for Medicaid billings and claims for paperless transactions. A high level of security is required for such transactions and access to ESAS as it contains highly confidential information protected by Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA). Users are required to login to ESAS with assigned credentials for audit trail and security purposes. New users are required to sign a security agreement form to receive credentials and gain access to ESAS. Users will also have different tier level access to maintain integrity and security of ESAS data. User profile administration is performed by the contracted vendor's help desk staff.



ATTACHMENT D
Price Sheet
Response



[Excel Format](#)



**ATTACHMENT E
Data Conversion Plan
Response**



Narrative/Requirement

The Department's objective is to successfully convert and migrate data from the current Children's Medical Services Early Steps Data System hosted by the current contractor to the proposed solution. The vendor will create a plan to convert and migrate existing active records and user profiles. The data conversion approach should have minimal impact to the Department's operations and down time to be kept at a minimum. The vendor will also include a recovery and backup method with the data conversion plan. Note: Converted data must maintain its integrity to comply with annual Federal reporting guidelines.

Approximate number of records to be converted:

- 65,000+ active child records
- 2,000,000+ active billing/claims and authorization records
- 12,000+ active provider records

Approximate user profiles to be converted: 850+ of mixed user profiles.

Current System Environment:

- Web-based application built on Adobe's Cold Fusion combined with SQL 2008 R2 database
- Database and server hosting in a secure environment, with regular data and application backups
- HTTPS-Security Certificate and encryption

Vendor Response

Respond below with your approach and plan for solution.



ATTACHMENT F
Experience and Qualification
Response



Minimum Experience and Qualification

Refer to section 3.6 of the ITN.

Vendor Response

Respond to requirements in section 3.6 of the ITN.



ATTACHMENT G
Hosting Approach and Plan
Response



Narrative/Requirement

The Department's objective is to implement and use a COTS solution, with necessary customizations and configurations, to meet the processing, data, and reporting needs of the Department for the Early Steps Program. The Department's first preference is to use a solution in a Software-as-a-Service arrangement with the vendor, in which the vendor offers an already hosted solution, and establishes tenants for new customers. Vendor is responsible for all aspects of availability. If the vendor does not offer this arrangement, the second preference is for the vendor to host the solution with a recognized cloud provider (such as Amazon, Azure, and Century Link), within a tenant owned by the Department of Health, and manage the implementation as a hosted solution for the Department. The vendor will be responsible for system availability, except for outages by the hosting provider. In this arrangement, the department's preference is Microsoft's Azure, as the Department already uses Azure for other services and hosting needs. If the vendor does not offer a hosting arrangement at all, the department will consider an arrangement in which the department hosts the COTS solutions, and manages the hosting environment. In summary and in order, the Department desires the following:

1. A SaaS solution offered by the vendor.
2. A hosted solution, managed by the vendor, hosted with a recognized, high-end cloud provider such as Azure, Amazon, and Century Link, in a tenant owned by the Department, but maintained by the vendor.
3. Hosting by the Department, with hosted environment managed by the Department.

Vendor Response

Respond below with your approach and plan for solution. If on premise hosting of the solution is planned at the Department's state data center, include specifications for servers, storage, networking, and any other hardware/software components necessary.



ATTACHMENT H
Resource Staffing Approach
Response



Narrative/Requirement

The Department recognizes that this a significant implementation, involving several types of roles and an optimal number of resources. One of the other response documents is a high level workplan and potential schedule. Any targeted timeline would have to be based on a staffing model that involves a number resources in various roles. The Department wants to ensure quality planning and implementation, with the goal of a reasonably swift schedule to go into production.

Vendor Response

Respond below with your approach and plan for staffing the implementation project, in addition to your approach and plan for staffing post-implementation annual support.



**ATTACHMENT I
Post Implementation Support
Approach and Plan
Response**



Narrative/Requirement

The contract with the vendor will include moving into support mode for the duration of the contract after production deployment and after the initial post-production support period of 60 days. The Department requires a vendor Service Desk to be established with a clear service level agreement (SLA). Support shall include reporting and responding to incidents, tracking change requests, tracking bugs, and performance and statistics reporting.

Vendor Response

Respond below with your approach and plan for support when the Department is fully in production. Include recommendations for the service level agreement, and target response times.



ATTACHMENT J
Training Approach and Plan
Response



Narrative/Requirement

The Department requires the vendor to provide training for the new planned solution. There are 15 geographic offices for the Local Early Steps (LES) program and estimated 20+ Early Steps State Office (ESSO) staff located in Tallahassee, Florida. The vendor will create a training plan that will provide on-site training at each LES location and for ESSO staff. The vendor will include web-based training videos and user manuals in the training plan.

Users to be trained are as follows:

- 800+ data entry users that will be using the data entry function to enter children information, authorizations, and billings/claims.
- 30+ data custodian users that will be using the reporting function specific to their Local Early Steps center.
- 20+ statewide users that will be using the reporting function to view statewide data (All Local Early Steps center data).
- 3 Administration users that will be using the reporting and account administration functions to view statewide data and manage user accounts.

Vendor Response

Respond below with your approach and plan for providing training.



**ATTACHMENT K
User Acceptance Testing (UAT)
Approach and Plan
Response**



Narrative/Requirement

The User Acceptance Testing is critical when deploying a new system for use statewide. The vendor is required to create test scripts to be used by Department testers, and to coordinate the test activity, ensuring all tests are successful before deploying for production use.

Vendor Response

Respond below with your approach and plan for organizing and conducting User Acceptance Testing.



ATTACHMENT L
Functional – Technical - Service
Requirements Response Matrix



[Excel Format](#)



**ATTACHMENT M
High Level Workplan
and Relative Schedule
Response**



Narrative/Requirement

The Vendor will be responsible for establishing a detailed project workplan with tasks for provider responsibilities that will include timeframes and resources. The workplan will be driven by the solution being implemented, and how closely the base solution aligns with the Department's needs. The closer the solution aligns with the Department's needs, the quicker it can be implemented, configured, tested, and made ready for production.

Vendor Response

Respond below with a high level workplan based on the solution being brought, and a high-level schedule relative to any start date that may approximate a length of implementation.



**ATTACHMENT N
Summary of Solution
Response**



Narrative/Requirement

The Department needs to understand the overall solution being recommended, and why it best meets the needs of the Department as expressed in our requirements, and use this understanding when reviewing the implementation and support approaches being provided, and the responses to the individual functional, technical, and service requirements.

Vendor Response

Respond below with a summary overview and description of the recommended solution, and why it best meets the needs of the Department.