

TITLE PAGE  
FLORIDA DEPARTMENT OF HEALTH  
DOH 17-002



10-2017

INVITATION TO NEGOTIATE (ITN)  
FOR  
Environmental Health Automated 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to implement a commercial off-the-shelf (COTS) system to replace the homegrown system in place today, which is outdated and needs expensive upgrading. Respondent will implement, configure, test, train, turn-on, load data, and perform post implementation support (see Service Requirements in **Attachment D**). The Respondent's solution must be able to reduce the current annual recurring support and maintenance costs. The contract will include implementation (see Service Requirements in **Attachment D**), post implementation system support and service management, upgrades, and an approach for requesting and acting on change requests.

### 1.2 Definitions

**Applications:** An official DOH form designed to capture information about an entity as part of the permitting process. The application affirms to which program the business belongs and the definition (or subtype) of the business by asking a specific series of questions. An application must be completed and submitted by the business owner to begin the permitting process. Certain program applications may require additional documents (e.g., site plans, blueprints, certifications, etc.) to be submitted with the application. When submitting online, the applicant or owner can attach and append additional documents as needed.

**Authorized Access:** Users of any of the Environmental Health applications, including the Environmental Health Database, Online Billing Portal, and Environmental Health Mobile Application, are limited in their access to records. Access will involve at least four levels: Not accessible; Read-Only; Add and Modify; Full Edit and Delete. In addition, users of the Environmental Health Database (EHD) and remote application are limited to specific counties and programs in which they may enter or modify data.

**Batch Process:** A job or function performed against an identified set of records that does not require manual intervention during the process. Batch processes may be run during off-hours to minimize impact on daily work flow.

**Billing Scheme:** A set of charges that can be applied to an invoice with a single selection. A Billing Scheme may be a combination of state and county level fees. Schemes are created to streamline and enhance the data entry process for creating invoices. Billing schemes are used by the batch invoice process as well as in the production of individual invoices.

**Business days:** Monday through Friday, excluding state holidays.

**Business hours:** 8 a.m. to 6 p.m., Eastern Time on all business days.

**Business Survey:** A document required of every business attached to an **Onsite Sewage Treatment and Disposal System (OSTDS)** that requires an Operating Permit. Information includes business name, usage information, business hours, lists of chemicals on-site and a description of how waste is removed from this site. Business surveys must be updated annually and historical records must be maintained.

**Calendar days:** All days, including weekends and holidays.

**CENTRAX Permit Number:** The unique identifier assigned to every entity in the EHD system. The identifier in EHD is composed of 3 parts displayed as NN-XX-NNNNNNNN. The first two digits are the numeric code for the permitting county or region. The codes run from "01" for Alachua County to "67" for Washington County, plus "68" for the Reedy Creek Water District and "00" for statewide permits. The second set of two characters (alphanumeric) are codes for the represented program. There is one code for each of the Facilities programs and multiple county-based alphanumeric codes for OSTDS programs. The last set of numbers are unique across all programs. For records created after 2010, this last set of numbers is the unique key for the record within the entity table.

**Complaint Data:** Specific information associated with the investigation of a sanitary nuisance or other complaint. Data includes complaint description, type, location, status, and complainant, as well as a series of action steps taken, with date, inspector name, and inspector comments. Complaints can be associated with entities within EHD or be standalone.

**Contract:** The formal agreement 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.

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

**Environmental Health Applications:** Paper forms that are used by the Bureau of Environmental Health.

**Environmental Health Database (EHD):** The current web-based tracking system that the Department is seeking to replace.

**Entity:** A location, business or individual that is tracked through the EHD, generally for the purposes of being inspected, permitted or licensed.

**Facilities:** The entities associated with Biomedical Waste, Body Piercing, Group Care, Food Hygiene, Migrant Labor Camps, Mobile Home Parks, Tanning, and Tattoo Establishment programs.

**History Records:** A sequential set of records that contains changes made to an individual record over time. Each record must include the creator's name, creation timestamp and the user's name and a timestamp for most recent modifications. The creation information stays with the active record throughout its history. Only the latest modification info will be maintained in the active record.

**Landsite Applications:** An entity that disposes septic waste by applying the treated waste to agricultural sites or landfills. Information for this entity includes the location of the disposal site, identity of owners and managers, details on the site, its usage, and the approval history of the site. This type of disposal is no longer available in Florida but existing records need to be maintained for historical reference.

**Maintenance Entity:** An entity that offers maintenance services to advanced onsite sewage treatment systems. Information relevant to septic maintenance services includes selecting and/or creating a qualified agent, county or counties the entity can service, addition of aerobic treatment units the entity is certified to maintain, numbers of unit contracted, personnel available, and other data that describes the contractor's qualifications and equipment.

**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.

**Miscellaneous:** Any program that is maintained within EHD that is mandated by a county but is not a statewide legislated program. One example is the Foster Homes program in which inspections may or may not be required depending on the county.

**On Hold:** A designation that prevents issuance (printing) of a permit from the online portal or EHD. With this flag on, an entity is considered "on hold" or "locked". There are multiple reasons for putting an entity on hold. This may be done by processes within the applications or by a County Health Department (CHD) staff member marking the flag. The flag can be set for one entity or all entities within a program or subtype.

**Online Billing and Permitting Portal (OBP):** The web portal used by citizens to pay invoices and print permits for EH programs. The portal can also be used to submit renewal applications and print permits/licenses.

**Onsite Sewage Treatment and Disposal System (OSTDS):** The Onsite Sewage Treatment and Disposal System program, which monitors and permits activities related to septic tanks and septic systems, including manufacturing, installation, maintenance, and disposal.

**Permit Renewals:** For certain programs, an entity may be required to submit an application on the anniversary date of their original application or confirm there have been no changes since the previous submittal. Most programs issue a one-year permit but there are programs that issue for two or more years.

**Rabies Data:** Specific information on persons, animals, and locations involved in an animal encounter or bite case. A case may identify the victims, the animal's owners, personal contact information for all parties, county or counties involved and the health inspector. In addition, a log for notes made by the inspector is maintained.

**Reply:** The complete written response of the respondent to the ITN (technical and cost replies), including properly completed forms, supporting documents, and attachments.

**Respondent:** An entity that submits a Reply to the ITN, and can also mean the Respondent awarded a contract by the Department in accordance with the Reply submitted and subsequent negotiations.

**Sampling Data:** Sample material gathered by inspectors to determine levels of micro-bacteria, chemicals, or other substances. Sample data may include date-time of sample,

date-time of analysis, description of the sample, laboratory sent to, frequency of sampling, description of the results and the inspector's comments.

**Screen:** As used in this ITN, a screen is a presentation of the data in an electronic format. It may be a full page (e.g., ASPX or HTML) or a panel, division, or blade within a page, or it may be a pop-up window or other presentation object.

**Septage Treatment & Disposal Facility:** An entity that treats septic waste or that disposes of the waste by following legal requirements and procedures. Information for this facility includes the treatment/disposal facility location, the businesses that use this facility, the type and volume of waste to be treated, treatment receptacle data, and other treatment data.

**Vendor Bid System (VBS):** Refers to the State of Florida internet-based vendor information system at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

**Violation Comments:** A description of the specific violation noted during an inspection, frequently including a reference to the rule or statute that has been violated.

**Violation Details:** The item that is measured during an inspection to assure a standard is met. Every detail must be marked as "in compliance," or "out of compliance." during the inspection. These options have been expanded to include "not observed" and "not applicable in some programs. In addition to the detail status, the inspector may need to add information such as temperature, chlorine level, or equipment model to some details.

**Water Programs:** Limited Use Water (LUW) and Swimming Pools.

## 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 / Wardha Haider**  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Email: [Diana.Trahan@flhealth.gov](mailto:Diana.Trahan@flhealth.gov)  
[Wardha.Haider@flhealth.gov](mailto:Wardha.Haider@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 a five-year period, beginning **July 1, 2018**, or the Contract execution date, whichever is later, subject to renewal as identified in **Section 4.3**. The contract is contingent upon the availability of funds.

### 2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITN Advertised / Released	<b>February 12, 2018</b>	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Questions Submitted in Writing	<b>Must be received PRIOR TO:</b> <b>February 22, 2018</b> <b>2:00PM EST</b>	<b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention: Diana Trahan / Wardha Haider</b> Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: <a href="mailto:diana.trahan@flhealth.gov">diana.trahan@flhealth.gov</a> / <a href="mailto:Wardha.haider@flhealth.gov">Wardha.haider@flhealth.gov</a>
Answers to Questions (Anticipated Date)	<b>February 28, 2018</b>	<b>Posted to Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

<b>Sealed Technical and Cost Replies Due</b>  <b>(Must be Sealed)</b>	<b>Must be received PRIOR TO:</b>  <b>March 13, 2018</b> <b>3:00 PM EST</b>	<b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention: Diana Trahan / Wardha Haider</b> 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
<b>Technical Replies Opened</b>	<b>March 13, 2018</b> <b>3:00 PM EST</b>	<b>PUBLIC OPENING</b>  Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Replies (Anticipated Date)	<b>March 20, 2018</b>	Evaluation Team Members to begin evaluations individually.
Respondent Negotiation Notification (Anticipated Date)	<b>April 13, 2018</b>	The Procurement Officer will notify the Respondents with whom the Department intends to negotiate with.
Beginning of Negotiations (Anticipated Date)	<b>April 23, 2018</b>	Negotiations are not public meetings; however, they are recorded.
Posting of Intent to Award (Anticipated Date)	<b>May 15, 2018</b>	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## 2.5 **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](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.

## 2.6 **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.

## 2.7 **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.

## **2.8 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.

## **2.9 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.

## **2.10 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/about-the-department-of-health/about-us/administrative-functions/purchasing/documents/DOH-Standard-Contract.pdf>.

## **2.11 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](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.12 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.

## **2.13 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.

## **2.14 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.

## **2.15 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.

## **2.16 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 ITN 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**

The Department is mandated by Chapter 381.006, subsections .007, .008, .009 and .101, Florida Statutes, to provide environmental health services to detect and prevent disease caused by natural and manmade factors in the environment. The Department's Division for Community Health and Disease Control's Bureau of Environmental Health (BEH), plays a major role in meeting the mandate by maintaining a comprehensive set of surveillance, investigative, and science-based environmental health standards. The Department's programs are responsible for inspecting, monitoring, and reporting on over a dozen of the 18 hazards identified in this Chapter 381, Florida Statutes.

The current web-based system (called EHD, or Environmental Health Database), built in 2005, accommodates the review, inspections, and support functions of statewide programs for Biomedical Waste, Onsite Sewage Treatment and Disposal Systems, Body Piercing, Migrant Labor Camps, Mobile Home Parks, Group Care Facilities, Food Hygiene, Swimming Pools, Tanning, Tattoo artists and Tattooing establishments, and tracks and manages Rabies and Nuisance Complaint investigations, miscellaneous county-level programs, and educational certifications for Department staff. In 2009, a component was developed and added that allowed inspectors to enter inspection data on a laptop computer and automatically upload that data into EHD. In 2013, a public-facing internet portal was developed and added that allows Florida citizens to renew and pay for permits online.

The automated system has continued to be enhanced to meet the needs of Department staff and covered programs, all while the threats to our citizens and visitors continue to increase as well. Age and the many changes has diminished our ability to rapidly respond demands. To meet our mandate to protect Floridians from bio-hazards, terrorist threats, and communicable diseases and to provide a mechanism for the storage, retrieval, reporting and dissemination of state-wide environmental health data, the department must increase our responsiveness to change while decreasing our support and enhancement costs.

### **3.2 Questions Being Explored**

The Department is seeking to implement a modern, web-based system that can be configured/customized to meet the requirements of an environmental health automated system. This must include the ability to record and track inspections, permitting status, and application details of all permitted facilities as well as multiple contacts, addresses, phone numbers, and billing information. Tracking of Complaint Investigations and Enforcement activities is also required. The proposed system should address an online portal for payment and permit renewals and field inspection functionality. The Department is exploring the ability to implement a new solution that will modernize and improve automation as well as reduce annual recurring support and maintenance costs.

### **3.3 Facts Demonstrating Need**

The system in place today to support the Bureau of Environmental Health is getting old, has been modified many times, and lacks the true flexibility of modern application architectures, making annual support and maintenance, as well as further enhancements, expensive. The Department needs to improve its automation in this area, and reduce annual costs for maintenance, support, and enhancements.

### **3.4 Specific Goals**

The goal is to implement a COTS software system that is modern, web-based, exhibits a high degree of configurability and flexibility, and provides for the functional and technical needs detailed in **Attachment D**, such that implementation and annual recurring costs are less expensive than a custom-built and internally supported application.

### **3.5 Facts Being Sought**

The facts being sought in this ITN are identified primarily in Attachments D, E, F, G, H, I, J, K, L and M. These attachments may be downloaded at the following link:

<http://www.floridahealth.gov/media/procurements/>

### **3.6 Legal Authority**

The Florida Department of Health is mandated by section 381.006, Florida Statutes, to provide environmental health services to detect and prevent disease caused by natural and manmade factors in the environment and operates under Florida Administrative Code Chapter 64E.

### **3.7 Experience and Qualifications**

Respondent must demonstrate a minimum of 5 years' experience within the last 10 years with configuring and implementing inspection and activity tracking software to support existing records and annual activities, with supporting an auditable financial interface with private banking institutions and separate accounting systems, and with case management software with approximately 1.5 million annual transactions and several hundred users. Respondent should indicate specialization or expertise and the number of years of prior experience with the following:

### **3.8 Application Data Security and Confidentiality**

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

## **SECTION 4.0: 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 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.

### **4.4 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 M – Experience and Qualifications Response

**TAB 3** Attachment E – Summary of Solution Response  
Attachment F – Data Conversion Approach and Plan Response  
Attachment G – Hosting Approach and Plan Response  
Attachment H – Staffing Approach and Plan Response  
Attachment I – Training Approach and Plan Response

Attachment J – UAT Approach and Plan Response  
Attachment K – High Level Workplan and Schedule Response  
Attachment L – Post Implementation Support Approach and Plan Response

**TAB 4** Attachment D – Functional-Technical-Service Requirements Response

**TAB 5** Attachment N – Price Sheet

Respondents must submit the Price Sheet – Attachment N as specified in Section 4.5.2 and in the price sheet instructions.

**Attachments are available for Respondents to download at:**

<http://www.floridahealth.gov/media/procurements/>

## **4.5 How to Submit a Reply**

Respondents are asked to submit the following copies:

### **4.5.1 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.).

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 4.0** for information on redacting confidential information, if applicable.

### **4.5.2 Price Sheet(s)**

The Price Sheet(s) must be submitted along with the Technical Reply, in a separate sealed envelope of the Reply as follows: No pricing information should be included in the Technical reply.

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

4.5.2.2 One copy of **Attachment N** – 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 N** – Price Sheets in Excel (.xls or .xlsx) on a USB thumb drive.

## 4.6 Reply Labeling

### 4.6.1 Technical Reply

The Technical Reply must be sealed and identified as follows:

**DOH17-002**

Invitation to Negotiate for  
Environmental Health Automated System

Due:

Respondent's Name

**TECHNICAL REPLY**

### 4.6.2 Price Reply

**A Price Reply must be submitted separate from the Technical Reply, but will not be scored.** The Price Reply must be sealed and identified as follows:

**DOH17-002**

Invitation to Negotiate for  
Environmental Health Automated System

Due:

Respondent's Name

**PRICE REPLY**

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

## 4.7 Instructions for Submittal

1. Respondents are required to complete, sign, and return the "Title Page" with the Reply submittal. Any alterations made to the Title Page will deem the Reply non-responsive (**Mandatory Requirement**).
2. Respondents must submit all Technical Replies in the formats specified in **Section 4.4**.
3. Price Reply must be submitted separately sealed from the technical reply as specified in **Section 4.6.2**.
4. Failure to submit technical and price replies separately will render the Reply non-responsive.
5. Replies may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline.
6. Replies submitted electronically will **not** be considered.
7. The Department is not responsible for improperly addressed or labelled replies.



8. It is the Respondent's responsibility to ensure its Reply is submitted at the proper place and time indicated in the ITN Timeline.
9. The Department's clocks will provide the official time for Reply receipt.
10. 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.

#### **4.8 Documentation**

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

##### **4.8.1 Statement of Non-Collusion**

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

#### **4.9 Cost of Preparation**

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

#### **4.10 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.

#### **4.11 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).

#### **4.12 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 4.7**) by the time specified in the Timeline (**Section 2.4**).
- b. The Title Page of this ITN must be completed, signed, and returned with the Technical Reply.
- c. A Price Reply must be submitted, but price information must not be included in the Technical Reply, and must be in a separate sealed envelope.

#### **4.13 Late Replies (Mandatory Requirement)**

The Procurement Officer must receive replies pursuant to this ITN no later than the date and time shown in the **Timeline** (Refer to **Section 2.4**). Replies that are not received by the time specified will not be considered.

#### **4.14 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, Attachment A**.

## SECTION 5.0: REPLY EVALUATION PROCESS AND CRITERIA

### 5.0 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 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.

### 5.1 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. Only the Technical Reply will be scored. **The maximum points possible for the Technical Reply submission is: 400.**

#### 5.1.1. 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	Maximum Points
<b>Solution</b> Summary of Solution Response – 50 – <b>Attachment E</b> Functional Requirements Satisfaction Response – 100 – <b>Attachment D</b> Technical Requirements Satisfaction Response – 30 – <b>Attachment D</b>	180

<b>Implementation</b> Service Requirements Satisfaction Response – 30 – <b>Attachment D</b> Hosting Approach and Plan Response – 20 – <b>Attachment G</b> Training Approach and Plan Response – 20 – <b>Attachment I</b> UAT Approach and Plan Response – 20 – <b>Attachment J</b> Staffing Approach and Plan Response – 20 – <b>Attachment H</b> Data Conversion Approach and Plan Response – 20 – <b>Attachment F</b> High Level Workplan and Relative Schedule Response – 20 – <b>Attachment K</b>	150
<b>Post-Implementation Support</b> Post Implementation Support Approach and Plan Response – 30 - <b>Attachment L</b>	30
<b>Ability to Perform – Section 3.6</b> Experience and Qualification Response – 40 - <b>Attachment M</b>	40
<b>TOTAL MAXIMUM POINTS POSSIBLE (Technical Reply)</b>	<b>400</b>

**Attachments are available for Respondents to download at:**

<http://www.floridahealth.gov/media/procurements/>

## **5.2 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.

## **5.3 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 Vendor 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.

## **5.4 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**  
**Current Application and Environment**

This attachment is for the purpose of ensuring adequate information security protection is in place in 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 approved 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

**ATTACHMENT B**  
**Current Application and Environment**

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.
    - 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.



**ATTACHMENT B**  
**Current Application and Environment**

- 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.
  - l. 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

**ATTACHMENT B**  
**Current Application and Environment**

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.

**ATTACHMENT C**  
**Current Application and Environment**

This attachment can be downloaded from the following link:

[http://www.floridahealth.gov/\\_media/procurements/](http://www.floridahealth.gov/_media/procurements/)

**ATTACHMENT D**  
**Functional-Technical-Service Requirements and Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT E**  
**Summary of Solution Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT F**  
**Data Conversation Approach and Plan Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT G**  
**Hosting Approach and Plan Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT H**  
**Staffing Approach and Plan Response**

This attachment can be downloaded from the following link:

[http://www.floridahealth.gov/ media/procurements/](http://www.floridahealth.gov/media/procurements/)



**ATTACHMENT I**  
**Training Approach and Plan Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT J**  
**UAT Approach and Plan Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

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

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

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

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT M**  
**Experience and Qualifications Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>

**ATTACHMENT N**  
**Price Sheet Response**

This attachment can be downloaded from the following link:

<http://www.floridahealth.gov/media/procurements/>