

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH 16-055



10-2016

INVITATION TO NEGOTIATE (ITN)
FOR
Tobacco Cessation Evaluation Services

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 with the experience and qualifications to provide effective program evaluations for all of Tobacco Free Florida's current and emerging cessation services performed by two cessation vendors. The Respondent must operate, manage, monitor, and significantly expand the current Tobacco Free Florida Area Health Education Center (AHEC) Cessation Tracking (TFFACT) customer management and data collection system.

1.2 Definitions

ADA: Americans with Disabilities Act.

AHEC: Area Health Education Centers – Five university-based medical school AHEC programs that operate the statewide Tobacco Free Florida AHEC Cessation program.

BTFF: Bureau of Tobacco Free Florida.

Business days: Monday through Friday, excluding state holidays.

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

Business hours Tobacco Free Florida AHEC Cessation Tracking System: 7:00 a.m. – 11 p.m. (ET) on all business days and from 7:00 a.m.– 6:00 p.m. (ET) on Saturday.

Calendar days: All days, including weekends and holidays.

Caller: Any person residing in Florida who calls the Florida Quitline.

CDC: Centers for Disease Control and Prevention.

CDC's Best Practices for Comprehensive Tobacco Control Program: An evidence-based guide to help states plan and establish a statewide comprehensive tobacco control program.

Cessation Services: Any evidence-based patient intervention provided by Tobacco Free Florida that assists tobacco users in overcoming the physical and psychological aspects of tobacco use and addiction.

Cessation Facilitators: Individuals who have been trained by an AHEC or other DOH approved entity as tobacco use cessation specialists who use approved curricula to deliver tobacco cessation services.

CHD: County Health Department.

Clinical Practice Guideline: The June 2008 Public Health Service publication, Clinical Practice Guideline: Treating Tobacco Use and Dependence. This document includes what are considered the best practices in adult tobacco use prevention and cessation. The

clinical practice guidelines are available through the Agency for Healthcare Research and Quality (800.358.9295) or by visiting the Surgeon General's website.

Comprehensive Statewide Tobacco Control Program: A coordinated effort to establish Smokefree policies and social norms, to promote and assist tobacco users to quit, and to prevent initiation of tobacco use.

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.

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.

Cultural Competence: Demonstrating sensitivity for clients' heterogeneity, culture, history, context, and geography, and the relative importance of these components to different populations.

Effective Program Evaluations: are ongoing and include a written evaluation , focus on priority evaluation questions and not special research interests or what is easiest to implement, contains process and outcome evaluation questions, confirms that the methods align with the evaluation questions and objectives, are flexible, adaptive, transparent, and designed to inform and engage stakeholders at each step including implementation, interpretation, dissemination, and utilization of results, identify credible evidence and verify accuracy and appropriateness with stakeholders, make effective use of surveillance data by linking statewide and local program efforts to monitor progress toward program objectives, provide for dissemination and sharing of lessons learned throughout the evaluation process, and include technical assistance to disseminate information on how to implement effective evaluation to funded sites, partners, stakeholders, and local programs.

E-Referrals: (Fully Integrated E-Referral Through the Electronic Medical Record) An emerging technology that creates a tobacco cessation referral for a tobacco user by obtaining the required information from the user's electronic medical record and transmitting the information in a required format through a secure data connection to the cessation vendor(s). The cessation vendor(s) transmits outcome information through a secure data connection back to the user's electronic medical record.

Heterogeneity: Differences within population groups; e.g., Asian Americans including Vietnamese, Laotian, Japanese, etc.; Hispanics include Cubans, Puerto Ricans, Mexicans, etc.

HIPAA: The Health Insurance Portability and Accountability Act.

HMO: Health Maintenance Organization.

Individual Services: Provides tobacco users the ability to order Nicotine Replacement Therapy, Text2Quit, motivational email services, and quit guides through the TobaccoFreeFlorida.com website.

NAQC: North American Quitline Consortium.

NRT: Nicotine Replacement Therapy are pharmaceutical products that do not require a prescription and are sold over the counter and designed and approved to assist patients receiving cessation services overcome their addiction to nicotine and include gums, patches, and lozenges.

Phone Quit: A tobacco use cessation program that provides cognitive behavioral health counseling via the telephone and NRT to tobacco users age 11 and over.

Pro-active: Refers to telephone counseling calls originated by the counselor rather than by the tobacco user.

Program: The Department of Health, Bureau of Tobacco Prevention's tobacco cessation resources.

Quitline: Florida Quitline is a toll-free telephone cessation service that provides Phone Quit, Web Quit, and Individual Services to tobacco users.

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.

Tobacco Free Florida AHEC Cessation Tracking (TFFACT): A real-time web-based computer system developed for the Tobacco Free Florida AHEC Cessation Program that functions as a client management system combined with a data tracking system. The AHEC staff enter the client and single and multi-session course information into TFFACT which is owned by the Department. The system is located at the current vendor's work location.

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.

Web Quit: A tobacco use cessation website which allows a user to create an account and view tobacco cessation information and order NRT comparable to those received via telephone-based counseling.

TDD: Telecommunications device for the deaf.

Tobacco Prevention: Educational information and programs that provide information on the dangers of tobacco use.

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
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Diana.Trahan@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 on October 6, 2017, 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	August 3, 2017	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: August 9, 2017 4:00 P.M.	Submit to: Florida Department of Health Central Purchasing Office Attention: Diana Trahan Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: diana.trahan@flhealth.gov

Non-Mandatory Pre-Reply Conference	August 10, 2017 10:00 A.M.	PUBLIC MEETING Florida Department of Health 4052 Bald Cypress Way Conference Room 310L Tallahassee, FL 32399
Answers to Questions (Anticipated Date)	August 14, 2017	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Technical Replies Due and Opened	August 31, 2017 3:00 P.M.	PUBLIC MEETING Florida Department of Health 4052 Bald Cypress Way, B07 Tallahassee, FL 32399 Opening- Conference Room 305L
Evaluation of Replies (Anticipated Date)	September 6, 2017	Evaluation Team Members to begin evaluations individually.
Beginning of Negotiations (Anticipated Date)	September 20, 2017	Negotiations are not public meetings; however, they are recorded.
Posting of Intent to Award (Anticipated Date)	October 2, 2017	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

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. 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Pre-Reply Conference

A non-mandatory pre-reply conference will be held at the time and location indicated in the Timeline. Respondents may ask questions and seek clarification during the pre-reply conference and submit written questions by the time set forth in the Timeline.

The Department may answer any questions at the pre-proposal conference or defer them to a later date as identified in the Timeline. Only written answers are binding.

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

The Department currently has a contract with a Provider who has the capacity to: evaluate all of the existing tobacco cessation interventions provided by the Department's two cessation providers, provide effective program evaluations, operate, manage, and monitor the current Tobacco Free Florida AHEC Cessation Tracking (TFFACT) customer management and data collection system including report generation, technical assistance, training, and operational functionality in the following modules: registration, course management, personnel, and training.

3.2 Questions Being Explored

The Department is seeking responses, from qualified Vendors, who can adjust evaluation tools such as surveys when new interventions are implemented, work on E-referral initiatives, and expansion of the TFFACT system through the development of enhanced modules that are significantly more complex in design and functionality than the initial modules.

As the tobacco cessation field continues to evolve and more complex technology emerges, the Department needs the flexibility to be able to augment the scope of work.

3.3 Facts Demonstrating Need

Section 381.84, Florida Statutes, requires the Department to operate a statewide tobacco control program in accordance with the CDC's *Best Practices for Comprehensive Tobacco Control Program*. A critical infrastructure component of any comprehensive tobacco control program is a surveillance and evaluation system that can monitor and document key short-term, intermediate, and long-term outcomes within populations. The existing contract is restricted to the initial language that does not allow evaluation of new cessation interventions and emerging technical advancements related to cessation interventions.

3.4 Specific Goals

- 3.4.1 Retain the continuity of current effective program evaluation services of all existing tobacco cessation interventions provided by current cessation vendors.
- 3.4.2 Provide a plan for a seamless transition of evaluation activities between the current cessation vendors and the selected respondent.
- 3.4.3 Provide effective program evaluations of all current cessation and emerging interventions provided by Tobacco Free Florida.
- 3.4.4 Evaluate the developing fully integrated E-Referral implementation, provide a manual for the Department's responsibilities within the process, and streamlining recommendations.
- 3.4.5 Continue the evaluation of innovative and emerging interventions, delivery platforms, and modalities as they are added to the existing program.
- 3.4.6 Develop a disaster plan that provides for continued evaluation and TFFACT to be online and operating after a natural disaster in the Respondent's service location.
- 3.4.7 Continue the management, operation, training, maintenance, troubleshooting, hosting, and expansion for additional users, and provision of technical assistance

- on the existing customized client management and data collection system, TFFACT.
- 3.4.8 Continue to manage and track procedures and timeframes related to referrals from e-referral, fax referral, and self-referral, manage and track procedures in relationship with systems change and other emerging interventions.
 - 3.4.9 Maintain non-interrupted TFFACT service and communication during the hours of 7:00 a.m. – 11:00 p.m. (ET) on business days and from 7:00 a.m.– 6:00 p.m. (ET) on Saturday.
 - 3.4.10 Develop a fully integrated E-Referral connectivity through the electronic medical record including security transmissions as required by the healthcare system management and corresponding documentation into TFFACT. Other requirements include processes written in HL 7 v2 or v3, knowledge of ORM/ODU requirements, RDE requirements, VPN requirements, process testing and problem solving, AHEC referral management, technical assistance, and connectivity to both the health care system and the current TFF cessation vendors. This initiative includes support for this emerging technology in at least four concurrent implementations with health care systems.
 - 3.4.11 Provide a one-way E-Referral (planning through implementation) through a data base into TFFACT from a non-health related organization.
 - 3.4.12 Expand and develop enhanced modules that are more complex in design and functionality than the existing modules to manage and track procedures and timeframes related to behavioral, mental health and substance abuse tobacco cessation services, including any hybrid services developed in partnership the Department's other contracted cessation vendor.
 - 3.4.13 Continue to implement interventions and increased functionality of emerging technology and increased operational utilization into TFFACT.
 - 3.4.14 Provide executive management personnel for in-person meetings, presentations, and weekly conference calls related to cessation evaluations, TFFACT, or E-Referral, or any other issue related to the contract.
 - 3.4.15 Develop a transition plan that provides for TFFACT to be online and operating during Monday-Friday of the week before, during, and after the transition date.

3.5 Legal Authority

The Bureau of Tobacco Free Florida operates under Article X, Section 27, Florida Constitution and section 381.84, Florida Statutes, and Chapter 386, Part II, Florida Statutes.

Florida's tobacco cessation services shall promote current tobacco cessation best practices as identified within the CDC *Best Practices for Comprehensive Tobacco Control Programs*, as amended.

3.6 Experience and Qualifications

Respondent should demonstrate the following minimum level of experience with a statewide tobacco control program:

- 3.6.1 A minimum of three years' professional experience within the last seven years in providing effective cessation program evaluations for a minimum of three statewide tobacco control programs.

- 3.6.2 A minimum of one year professional experience within the past four years in providing effective cessation program evaluations for at least three types of tobacco control cessation interventions within a statewide tobacco control program.
- 3.6.3 Professional experience in designing, testing, training staff, and implementation and operation of at least one data collection system for a statewide tobacco control program.
- 3.6.4 Knowledge of the process for implementation of a fully integrated tobacco cessation E-Referral.
- 3.6.5 Publication of a minimum of one document that contributes to the scientific literature on best practices of a public health program.
- 3.6.6 A minimum of five years' professional experience within the last seven years presenting and responding to questions regarding evaluation documentation to a tobacco control council or board.
- 3.6.7. Have knowledge of the Area Health Education Center (AHEC's) daily work flow and processes including the online system used in the in-person cessation intervention services.

3.7 Notarized Statement

Vendors and any proposed subcontractors must submit **Attachment C**: Notarized Statement declaring that it currently does not and will not during the course of the life of the Contract resulting from this ITN retain tobacco-related product companies as clients. Contract termination due to the violation of this provision is at the discretion of the Department.

3.8 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 D**.

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. Contracts may be renewed for a period that may not exceed three years or 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 Reply Format

The Department discourages lengthy replies. Respondents are asked to use the following format:

1. Replies should be on paper that is 8.5 by 11 inches.
2. The font size and style is at the discretion of the Respondent but should be at least 11 point.
3. The pages should be numbered and one-inch margins should be used.
4. Technical replies should include an index identifying the page number/section where information can be located in the Reply.

4.5 Copies of Replies

Respondents are asked to submit the following copies:

4.5.1 Technical Reply

One original version (hard copy) marked as original, and three paper copies of the Technical Reply must be submitted no later than the date and time set forth in the Timeline. In addition, the original should contain an electronic version of the Reply as submitted, including all supporting and signed documents, on a compact disk (CD) or USB thumb drive, with pdf formatted documents.

Refer to **Section 4.0** for information on redacting confidential information, if applicable.

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

4.6 Reply Labeling

4.6.1 Technical Reply

The Technical Reply must be sealed and identified as follows:

DOH 16-055
Invitation to Negotiate for
Tobacco Cessation Evaluation Services
Due: **August 31, 2017 by 3:00 p.m. (ET)**
Respondent's Name
TECHNICAL REPLY

4.6.2 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 (Mandatory Requirements)

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.
2. Respondents must submit all technical data in the formats specified in the ITN.
3. Replies may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline.
4. Replies submitted electronically will **not** be considered.
5. The Department is not responsible for improperly addressed or labelled replies.
6. It is the respondent's responsibility to ensure its Reply is submitted at the proper place and time indicated in the ITN Timeline.
7. The Department's clocks will provide the official time for Reply receipt.

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.

4.8 Documentation

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

4.8.1 References

Respondents must provide contact information for three entities the Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents must use **Attachment A**, Reference Form of this ITN to provide the required information. The Department reserves the right to contact any and all entities, prior to execution of a Contract, in order to verify experience. Information received may be considered in the Department's determination of the respondent's responsibility. The Department's determination is not subject to review or challenge.

4.8.2 Statement of Non-Collusion

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

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 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. Notarized Statement, Attachment C

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, **Section 4.8.2**.

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: 520.**

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	Maximum Points
Questions Being Explored – Section 3.2	75
Corporate Capability: Experience, Qualifications, Organization, Management Personnel and Key Staff – Section 3.6	145
Solution for Specific Goals Related to Evaluation – Section 3.4	125
Solution for Specific Goals Related to Data System – Section 3.4	175
TOTAL MAXIMUM POINTS POSSIBLE (Technical Reply)	520

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 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.

5.5 **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
REFERENCE FORM**

Respondent's Name:

Respondents must provide contact information for three statewide tobacco control programs that can document the respondent's experience in providing a minimum of three years of professional experience within the last seven years of providing effective cessation program evaluations. Also, provide the contact information of a statewide tobacco control program that can document a minimum of one year of professional experience within the past four years in providing effective cessation program evaluations for at least three types of tobacco control cessation interventions within a statewide tobacco control program. Respondents may use this reference form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

**ATTACHMENT A
REFERENCE FORM**

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

**ATTACHMENT B
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 C
NOTARIZED STATEMENT**

I, _____ of _____
(Name and Title) (Respondent's Name)

Do hereby declare on this day, _____ that
(Date)

_____ and any of its proposed
(Respondent's Name)

subcontractors currently do not and will not during the course of the life of the contract resulting from this ITN retain tobacco-related product companies as clients.

Signature: _____

Company: _____

Address: _____

Sworn to and signed this day: _____

Notary Public: _____

My Commission Expires: _____

Seal:

ATTACHMENT D
DATA SECURITY AND CONFIDENTIALITY

1. Data Security and Confidentiality:

- a. Provider, its employees, subcontractors, and agents will comply with all security procedures 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 procedures of the Department. 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, Florida Administrative Code Chapter 74-2, security procedures, business operations information, or commercial proprietary information in the possession of the state or the Department. At the request of the Department the Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 16" (SSAE 16). The Department may review the Provider's SSAE 16 in lieu of the Department conducting a test.

- b. **Loss of Data:** In the event of loss of any State Data or record(s) 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 in the manner and on the schedule set by the Department at Provider's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Failure to maintain security that results in certain data release will subject Provider to administrative sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs to the Department of such breach of security caused by Provider. If State Data will reside in Provider's system, the Department may conduct, or request Provider conduct at Provider's expense, annual network penetration test, or security audit of Provider systems on which State Data resides. Provider will:
 - 1) 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 the Contractor 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.

 - 2) 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 unredacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit;

ATTACHMENT D
DATA SECURITY AND CONFIDENTIALITY

- 3) 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.

- c. 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 Administration. 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 Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information. 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 breach of data security or the negligent acts or omissions of Provider related to this subsection.

- d. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of 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 procedures, business operations information, or commercial proprietary information in the possession of the state or the Department.

2. 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.