TITLE PAGE FLORIDA DEPARTMENT OF HEALTH DOH 17-051



INVITATION TO NEGOTIATE (ITN) FOR

Biomedical Research Grant Intake, Peer Review Evaluation, and Management System

Respondent Name:	
Respondent Mailing Address:	
City, State, Zip:	
Phone:	Fax Number:
E-Mail Address:	
Federal Employer Identification Nu	nber (FEID):
BY AFFIXING MY SIGNATURE ON 1	HIS REPLY, I HEREBY STATE THAT I HAVE READ THE

BY AFFIXING MY SIGNATURE ON THIS REPLY, THEREBY STATE THAT THAVE 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 <u>Statement of Purpose</u>

The Department of Health is requesting replies from qualified respondents who can provide a comprehensive solution that integrates grant application intake, administrative review, scientific peer review, and grant management of awarded grants all in one system.

1.2 <u>Definitions</u>

Administrative Review: Each application submitted by the deadline indicated in the Funding Opportunity Announcements will receive an administrative review verifying mandatory eligibility requirements and the completeness of the application. The administrative review does not include review of the overall scientific impact.

Biomedical Research: Systematic investigations, based on established scientific procedures for scientific research, into the foundations, causes, mechanisms, or incidence or prevalence of disease.

Biomedical Research Program: The Biomedical Research Program is located within the Division of Community Health Promotion, Public Health Research Unit. The Biomedical Research Program administers annual funding opportunities for research grant applications, monitors research grants, evaluates progress of research grant project aims, and provides research consultations and technical assistance. The goals of the research grants funded through the Biomedical Research Program are to find new discoveries leading to the prevention, treatment, and cure for pediatric and adult cancers, tobacco-related diseases, Alzheimer's disease and related dementias, and other biomedical research initiatives that may be enacted in the future.

Business days: Monday through Friday, excluding state holidays.

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

Calendar days: All days, including weekends and holidays.

Cancer Center of Excellence Award: An award established pursuant to section 381.925, Florida Statutes, that recognizes hospitals, treatment centers, and other providers within the state of Florida, which demonstrate excellence in patient-centered coordinated care for persons undergoing cancer treatment and therapy in the state.

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.

Ed and Ethel Moore Alzheimer's Disease Research Program: A program created within Department pursuant to section 381.82, Florida Statutes, to fund research leading to the prevention of or a cure for Alzheimer's disease.

Funding Opportunity Announcements (FOA): The Department's announcement, available at http://www.floridahealth.gov/provider-and-partner-

<u>resources/research/funding-opportunity.html</u>, of the opportunities for researchers to apply for grant funding that specifies who is eligible to apply, the type of projects that are eligible for funding, the time frame for applications, and the time frames for peer review.

Grant Application: A proposal submitted by a researcher describing a research project and includes information specified in the FOA, the scientific rationale and background, the procedures in the research, and the expected contributions of the project. Grant applications are evaluated by peer reviewers.

Grant Management System: A system that is equipped with the core components of most grant management projects (e.g., application preparation and submission, application evaluation, grant award, projection implementation and reporting, and project closeout), and has the capability of being modified to meet the specific needs of the Department.

Implementation Plan: A plan that details over the course of six months, how the applying organization will develop and complete the Grant Management System requirements so that the System can be built, tested, and finalized for use by the Department. This methodical plan should provide a detail outline on completing all steps for implementation.

James and Esther King Biomedical Research Program: A program established within the Department pursuant to section 215.5602, Florida Statutes, to provide an annual and perpetual source of funding to support research initiatives that address the health care problems of Floridians in the areas of tobacco-related cancer, cardiovascular disease, stroke, and pulmonary disease.

Live Like Bella Pediatric Cancer Research Initiative: An initiative established within the William G. "Bill" Bankhead, Jr., and David Coley Cancer Research Program pursuant to section 381.922, Florida Statutes, to advance progress toward curing pediatric cancer by awarding grants through a peer-reviewed, competitive process.

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.

National Institute of Health (NIH): The primary agency of the United States government responsible for biomedical and public health research.

Peer Review: An assessment of scientific or technical merit of grant applications by peer reviewers with knowledge and expertise equivalent (peer) to that of the individuals whose applications for support they are reviewing. Peer review is a two-fold process that involves three initial peer reviews per grant application and then the referral of the top twenty percent scored grants to a peer review panel for determining a final score.

Peer Review Panels: Panels created from the pool of peer reviewers who participated in the initial peer review stage. Panels meet via conference call to discuss the scientific merit and overall impact of each proposal. The panels are organized by subject area based upon the research priorities covered by the top twenty percent of proposals. The

three peer reviewers who originally reviewed a grant application will provide an overview of the grant, scores, and comments to other panelists on the conference call. Final discussion, comments, and impact score will be determined and documented.

Peer Reviewer: A scientist with appropriate qualifications and expertise to evaluate the scientific merit of grant applications for research, which involves the consideration of the scientific merit of the proposed research, the ability of the researcher to complete the project, and the relation of the proposed research to the goals of the program as defined in the FOA. Peer reviewers are the professional equals of the researchers for the proposed project and who often are engaged or were previously engaged in comparable activities.

Quarter: One fourth (three months) of a fiscal year. The quarter are July 1 through September 30 (Quarter 1); October 1 through December 31 (Quarter 2); January 1 through March 31 (Quarter 3); and April 1 through June 30 (Quarter 4).

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 awarded a contract by the Department in accordance with the Reply submitted and subsequent negotiations.

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: <u>http://www.myflorida.com/apps/vbs/vbs_www.main_menu</u>.

William G. "Bill" Bankhead, Jr., and David Coley Cancer Research Program (Bankhead-Coley Program): A program created within the Department pursuant to section 381.922, Florida Statutes, to advance progress towards cures for cancer through grants awarded through a peer-reviewed, competitive process.

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 <u>Procurement Officer</u>

The Procurement Officer assigned to this solicitation is:

Florida Department of Health Attention: Sonja German-Jones 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Email: Sonja.German@flhealth.gov

2.2 Restriction on Communication

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, see section 287.057(23), Florida Statutes

2.3 <u>Term</u>

It is anticipated that the Contract resulting from this ITN will be for 5 years beginning January 1, 2018, and is subject to renewal.

2.4 <u>Renewal</u>

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

2.5 <u>Timeline</u>

EVENT	DUE DATE	LOCATION
ITN Advertised / Released	October 24, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: November 6, 2018 @ 4:00pm	Submit to: Florida Department of Health Central Purchasing Office Attention: Sonja German-Jones Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Email: Sonja.German@flhealth.gov
Answers to Questions (Anticipated Date)	November 9 th , 2018	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Technical and Cost Replies Due	Must be received PRIOR to: November 29, 2018 @ 2:30pm	 Submit to: Florida Department of Health Central Purchasing Office Attention: Sonja German-Jones Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Technical Replies Opened	November 29, 2018 @ 2:30pm	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Replies (Anticipated Date)	December 6, 2018	Evaluation Team Members to begin evaluations individually.
Cost Replies Opened	December 12 th , 2018 @ 2:30pm	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Respondent Negotiation Notification (Anticipated Date)	December 17, 2018	The Procurement Officer will notify the Respondents with whom the Department intends to negotiate with.

Beginning of Negotiations (Anticipated Date)	January 7 th , 2018	Negotiations are not public meetings; however, they are recorded.
Posting of Intent to Award (Anticipated Date)	January 21, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.6 Addenda

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

2.7 Identical Tie Replies

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

2.8 <u>Certificate of Authority</u>

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 <u>Respondent Registration</u>

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 <u>Minority and Service Disabled Veteran Business Participation</u>

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

2.11 <u>Standard Contract</u>

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

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

The Standard Contract terms and conditions are located at:

http://www.floridahealth.gov/ media/procurements/ documents/doh-standardcontract.pdf

2.12 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: <u>http://vbs.dms.state.fl.us/vbs/main_menu</u>.

2.13 <u>Subcontractors</u>

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.

2.14 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. The performance measures will be based on the final determination of the tasks and deliverables that result from negotiations.

2.15 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 based on the final determination of the tasks and deliverables that result from negotiations.

2.16 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.

2.17 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 ITN 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 Questions Being Explored

- 1. The Department is seeking a Respondent that can provide peer review and grant management services that include maintaining a web-based grant management system to support the complete life cycle of a grant; grant application intake; conduct administrative review and peer review; maintaining peer reviewers; and maintaining record of the peer reviewer's qualifications, the peer reviews performed, correspondence, reporting, invoicing, and all awarded grants.
- 2. The Department is seeking a comprehensive service and system that can provide and perform the following:
 - a. Use the Department's criteria for peer review.
 - Identify and provide a pool of peer reviewers who have met qualifications to review research grant applications. Provide the qualifications and expertise of the peer reviewers being used to review research grant applications. Minimum qualifications of a peer reviewer required by the Department are in Attachment D.
 - c. Provide the results of the peer reviews in quantitative numerical ranking and narrative format.
 - d. Allow the Department access to all records.
 - e. Provide training on the proposed system to the Department, peer reviewers, and awarded grantees.
 - f. Be accessible to the Department and external users. External users include but not limited to individuals submitting grant applications, peer reviewers, researchers, and awarded grantees.
 - g. Maintain a system 99.9 percent of the time without assistance from the Department for application intake, peer review, and grant management.
 - h. Provide customer service 24 hours a day, seven days a week, to the Department, peer reviewers, and awarded grantees to address system issues, and respond to the issue within one hour.
 - i. Be capable of an accepting and maintaining 1000 grant applications and awarded grant folders at any given time.
 - j. Host the proposed web-based system. Provide support, maintenance, and upgrades at the Department's request.
 - k. Incorporate 256-bit encryption to protect confidential information over the unprotected internet and comply with Application, Data Security, and Confidentiality, **Attachment C**.
 - I. Comply with section 508 of the Americans with Disability Act.

- m. Support various browsers and versions.
- n. Provide technical support and implementation 24 hours a day, seven days a week. Provide help desk support and training throughout the contract.
- o. Import existing data, forms, processes, and requirements into the proposed system.
- p. Provide an electronic repository for reports, invoices for grantees, and peer review feedback for each active grant. Ensure electronic forms will be able to be queried by the Department or applicant for generating required reports.
- q. Maintain an archive of closed research grants and associated reports up to five years.
- r. Indicate the timeframe needed to configure the system based on the stated requirements.
- s. Capable to complete peer review consistent with the NIH criteria available at <u>https://grants.nih.gov/grants/grants_process.htm</u> and based on the FOA.
- 3. The Department is seeking a Respondent who can demonstrate the ability to develop and complete the Grant Management System requirements through a six-month implementation plan outlining how the System will be built, tested, and finalized for use by the Department.

3.2 Facts Demonstrating Need

The Biomedical Research Program provides research grants in the areas of cancer, tobacco related diseases, and Alzheimer's disease. Currently, the Department has over 170 research grants and a web-based system for peer review and a separate non-digital system for grant management. This current process is not meeting the Department's needs. The proposed comprehensive solution and system must be able to maintain the volume of the awarded grants, quarterly reports, comprehensive annual reports, peer reviewer reports, and invoices.

The system will have the ability to process Bankhead-Coley, James and Esther King, Live Like Bella, and Ed and Ethel Moore research grant applications, Cancer Centers of Excellence designation applications, and other Biomedical Research initiatives that may be enacted in the future. The system will include functionality for the Department to add, delete, and customize grant-funding projects to meet the Department's needs.

3.3 Specific Goals

The Department's goal is to secure a Respondent who can provide a comprehensive approach that integrates grant application intake, administrative review, peer review, and grant management of awarded grants in one fluid system, which will serve as an end to end depository for all forms and processes that encompass the grant application process, for at least 10 years to ensure stability and consistency in the process and system and for Respondent to maintain the awarded grant and its associated documents.

3.4 Legal Authority

Sections 215.5602, 381.82, and 381.922, Florida Statutes.

3.5 **Experience and Qualifications**

Respondent should have the following minimum level of experience and qualifications:

- 1. Minimum of five years of experience in the last 10 years providing grant system functionality to federal or state agencies or major universities in the area of biomedical research.
- 2. Peer reviewers must meet the minimum qualifications specified on Attachment D. Supporting documentation must be submitted to verify the minimum level of experience or qualifications of each peer reviewer.

3.6 Application, Data Security, and Confidentiality

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

SECTION 4.0 INSTRUCTIONS FOR REPLY SUBMITTAL

4.1 <u>General Instructions to Respondents (PUR1001)</u>

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 <u>General Contract Conditions (PUR1000)</u>

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 <u>Reply Format</u>

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

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

4.4 <u>Copies of Replies</u>

Respondents are asked to submit the following copies:

4.4.1 Technical Reply

One original and four paper copies of the Technical Reply must be submitted no later than the date and time set forth in the Timeline. In addition, a single USB storage device, or CD, containing a copy of the original Technical Reply in PDF format and viewable in Adobe Acrobat Reader must be submitted, including all supporting and signed documents. Refer to **Section 4.10** for information on redacting confidential information, if applicable.

The PDF copy of the "original" Technical Reply will be considered the authority if there are any differences between the paper and electronic copies.

4.4.2 Cost Reply

One original copy of the Cost Reply (**Mandatory Requirement, refer to Section 4.12**) must be submitted using **Attachment A**: Cost Reply, no later than the date and time set forth in the timeline. No copies are requested.

The Cost Reply must be enclosed in a separate sealed envelope and must be identified in accordance with **Section 4.6**. No additional documentation should be included in the Cost Reply envelope.

4.5 Contents of Technical Reply

Respondents are asked to provide and organize their replies in sections as directed below. 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.

- TAB 1Signed Title Page
Attachments
- TAB 2 Experience and Qualifications, Section 3.5
- **TAB 3**Past Performance, Section 4.8.1.2
- **TAB 4** Approach to Questions Being Explored, Fact Demonstrating Need, and Specific Goals, Sections 3.1.1, 3.1.2, 3.2, and 3.3.
- TAB 5 Implementation Plan 3.1.3

4.6 <u>Reply Labeling</u>

4.6.1 Label

The Technical Reply must be sealed and identified as follows:

DOH17-051 Invitation to Negotiate for Biomedical Research Grant Intake, Peer Review Evaluation, and Management System Due: November 29, 2018 Respondent's Name **TECHNICAL REPLY** The Cost Reply must be separately sealed and identified as follows:

DOH17-051 Invitation to Negotiate for Biomedical Research Grant Intake, Peer Review Evaluation, and Management System Due: November 29, 2018 Respondent's Name **COST REPLY**

4.6.2 Address

All Replies must be sent or delivered to the following address:

Department of Health Central Purchasing Office Procurement Officer: Sonja German-Jones 4052 Bald Cypress Way Bin B07 Tallahassee, Florida 32399

4.7 Instructions for Submittal

- **4.7.1** Respondents are required to complete, sign, and return the "Title Page" with the Reply submittal. **(Mandatory Requirement)**
- **4.7.2** Respondents must submit all technical data in the formats specified in the ITN.
- **4.7.3** Replies must be sent via mail, courier, or hand delivered to the location indicated in the Timeline. (Mandatory Requirement)
- 4.7.4 Replies submitted via electronic mail (email) or facsimile will not be considered.
- **4.7.5** The Department is not responsible for improperly addressed or labeled replies.
- **4.7.6** It is the Respondent's responsibility to ensure its Reply is submitted at the proper place and time indicated in the ITN Timeline.
- **4.7.7** The Department's clocks will provide the official time for Reply receipt.
- **4.7.8** 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

- 4.8.1.1 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 E** 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.
- 4.8.1.2 Respondent must submit copies of and disclose all contracts of similar nature held by the Respondent in the last 10 years with a state, federal, or government agency. Provide such details as any corrective action, financial penalties, or liquidated damages imposed, and whether the contract was terminated for cause or for any reason prior to completion. Detail any litigation concerning disclosed contracts and the outcomes of such litigation.

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 <u>Cost of Preparation</u>

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

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TDD).

4.12 <u>Responsive and Responsible (Mandatory Requirements)</u>

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.

- **4.12.1** Replies must be received (per Section 4.7.3) by the time specified in the Timeline (Section 2.5).
- **4.12.2** The Title Page of this ITN must be completed, signed, and returned with the Technical Reply.
- 4.12.3 The Cost Reply (Attachment A) must be completed, signed, and returned in a <u>separate sealed envelope</u> with ITN submittal. Cost information must not be contained in Respondent Technical Replies

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 2.5)**. 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 B.

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 <u>Evaluation Criteria</u>

The Department will evaluate replies against all evaluation criteria set forth in **Section 5.2** in order to establish a competitive range of replies reasonably susceptible of award. **The maximum points possible for the total Reply submission is: 130**

Technical Reply	100
Cost Reply	30

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	Section	Maximum Points
Demonstrates Ability to Execute and Manage Peer Review Process with a Pool of Peer Reviewers	3.1.2. s	40
Approach to Questions Being Explored, Fact Demonstrating Need, and Specific Goals	3.1.1, 3.1.2.a through 3.1.2.r, 3.2, and 3.3.	40

Implementation Plan	3.1.3	20
Cost Reply	5.3	30
TOTAL MAXIMUM POINTS POSSIBLE		130

5.3 Cost Reply Opening

Cost replies will be opened in a public meeting after scoring and ranking of technical replies.

5.3.1 Cost Reply Scoring

The Department's cost evaluation will be based upon the respondent's proposed cost, as prescribed in **Section 5.2** of this ITN. The proposed cost will be scored in accordance with the below formula:

Maximum Cost Reply Points x (Lowest Reply Cost/Respondent's Reply Cost) = COST SCORE

5.3 <u>Contract Negotiations</u>

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 section 20.055(5), Florida Statutes.

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.

A notice of the intent to protest must be received by the Agency Clerk, with notice given to the Procurement Officer for the intent to protest, within the time prescribed in section 120.57(3), 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 COST REPLY

This resulting contract will be a fixed price (fixed fee) contract to be paid quarterly.

The deliverable will be three months of service paid quarterly, inclusive of all costs and fees.

Respondents must propose a quarterly amount that is all inclusive of all costs and fees and a total annual amount. In case of conflict, the quarterly amount will control. **The Respondent must insert a value in all the blanks provided.**

Implementation will be a separate cost, as specified below.

The Respondent must multiply across the columns to reach a total.

Implementation Cost \$_

(per the services requested in Section 3.0)

	Quarters	Cost Per Quarter	Total Annual Cost
Year One	4	x \$ =	\$
Year Two	4	x \$ =	\$
Year Three	4	x \$ =	\$
Year Four	4	x \$ =	\$
Year Five	4	x \$ =	\$
		- \$	

Initial Term – Five Years

Renewal Term – Five Years

	Quarters	Cost Per Quarter	Total Annual Cost
Renewal Year One	4	x \$ =	\$
Renewal Year Two	4	x \$ =	\$
Renewal Year Three	4	x \$ =	\$
Renewal Year Four	4	x \$ =	\$
Renewal Year Five	4	x \$ =	\$
		RENEWAL TERM TOTAL	\$

ATTACHMENT A COST REPLY

GRAND TOTAL COST = ____

(Implementation + Initial Term + Renewal Terms = Grand Total)

Respondent Name:		
Respondent Mailing Address:		
City, State, Zip:		
Telephone:	Fax Number:	
E-Mail Address:		

Federal Employer Identification Number (FEID):

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, 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.

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 proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the authorized representative.

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

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.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

- 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 demonstrate 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 the 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. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider's sole expense. 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, the Department may be entitled to sanctions by law or financial consequences per the Contract.
 - e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.
 - f. 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 Department and state of Florida 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.

- g. 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 legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.
- h. Data Retention: Provider must retain data as follows:
 - i. <u>Copies</u>: 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. <u>Originals</u>: 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. <u>Both Copies and Originals</u>: 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.

- 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 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.
- I. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.

- 3. Data Interchange This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, 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 of Florida 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.
- 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.

4/10/18

ATTACHMENT D Peer Reviewer Minimum Qualification

The following are qualifications that each peer reviewer must meet in order to perform a review of a research grant application assigned by the Respondent.

- **1.** Hold an advanced degree such as doctoral or medical degrees, or master's degree for technology transfer by an accredited institution.
- 2. At least five years of experience in the subject matter content in the grant.
- **3.** For grant applications that are statistical in nature, at least one reviewer must be a biostatistician.
- **4.** For grant applications that include human subjects in clinical trials, at least one reviewer must be a medical doctor.
- **5.** For grant applications that are translating a product to market, at least one reviewer must be an individual with at least five years of experience in commercialization. Individuals that do not hold a PhD or MD must have an MBA and proven technology transfer in the specific project field.

ATTACHMENT E Reference Form

Respondent's Name:

Respondents must provide contact information for three references evidencing experience as described in **Section 4.8.1**. Respondents must use this reference form to provide the required information. 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.

	Company/Agency Name:
1.	Address:
	City, State, Zip:
	Contact Name:
	Contact Phone:
	Contact Email Address:
	What products/services were provided?
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy
	Company/Agency Name:
	Address:
	City, State, Zip:
	Contact Name:
2.	Contact Phone:
	Contact Email Address:
	What products/services were provided?
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy

ATTACHMENT E Reference Form

	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
3.	Contact Phone:	
	Contact Email Address:	
	What products/services were provided?	
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy	