

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH17-044



2.2018

REQUEST FOR PROPOSALS (RFP)
FOR
Security System and Monitoring Services

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 REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP 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.

TABLE OF CONTENTS

SECTION 1.0: Introductory Materials

SECTION 2.0: Procurement Process, Schedule & Constraints

SECTION 3.0: Scope of Services

SECTION 4.0: Instructions for Proposal Submittal

SECTION 5.0: Contract Special Terms and Conditions

SECTION 6.0: Proposal Evaluation Process and Criteria

ATTACHMENT A: Cost Proposal

ATTACHMENT B: Reference Form

ATTACHMENT C: Statement of Non-Collusion

ATTACHMENT D: Application Data Security and Confidentiality

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The Florida Department of Health (Department) is requesting proposals from qualified vendors to provide a security system and monitoring services for the Capital City Office Complex (CCOC) and Hamilton Park buildings.

1.1.1. Legal Authority

Section 20.43, Florida Statutes.

1.2 Definitions

Business days: Monday through Friday, excluding state holidays.

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

Calendar days: All days, including weekends and holidays.

Capital City Office Complex (CCOC): Four separate state office buildings occupied by the Department and located at the following addresses: 2585 Merchant's Row Blvd Tallahassee, FL 32399; 4025 Esplanade Way, Tallahassee, FL 32399; 4042 Bald Cypress Way, Tallahassee, FL 32399; 4052 Bald Cypress Way, Tallahassee, FL 32399

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

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

Hamilton Park Buildings: State office buildings occupied by the Department and located at the following addresses: 104 Hamilton Park Drive, 32304, Units 104-1, 104-2, 104-3. 116 Hamilton Park Drive, 32304 Unit 116A. 109-2 Hamilton Park Drive, 32304, Unit 109-2. 111 Hamilton Park Drive, 32304, Unit 111-4

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

Proposal: The complete written response of the Respondent to the RFP (technical and cost proposals), including properly completed forms, supporting documents, and attachments.

Respondent: The entity that submits a Proposal in response to this RFP. This term also may refer to the entity awarded a contract by the Department in accordance with terms of this RFP.

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: Sonja German-Jones
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: sonja.german@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 RFP will be for three (3) years beginning November 1, 2018, or the Contract execution date, whichever is later, and is subject to renewal as identified in **Section 2.4**. The Contract resulting from this RFP is contingent upon the availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three (3) years beyond the initial contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

2.5 **Timeline**

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
RFP Advertised / Released	August 2, 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: August 13, 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 E-mail: Sonja.German@flhealth.gov
Mandatory Site Visit	August 28, 2018 @ 10:00am	Site visit for Hamilton Park buildings: Location: 104 Hamilton Park Drive Tallahassee, FL 32304 Point of Contact: Kevin Lehrmann (*Check in with the 1 st floor receptionist)
Mandatory Site Visit	August 29, 2018 @ 10:00am	Site visit for the CCOC buildings: Location: 4052 Bald Cypress Way Tallahassee, FL 32301 Point of Contact: Kevin Lehrmann (Check in with the 1 st floor receptionist)
Mandatory Pre- Proposal Conference	August 29, 2018 “Immediately following site visit”	Location: Florida Department of Health 4052 Bald Cypress Way Room 301 Tallahassee, FL 32301 Point of Contact: Kevin Lehrmann
Answers to Questions (Anticipated Date)	September 11, 2018	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Technical and Cost Proposals Due	Must be received PRIOR TO: September 25, 2019 @ 2:30pm	Submit to: Florida Department of Health Central Purchasing Office Attention: Sonja German-Jones RFP DOH17-044 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749

Technical Proposals Opened	September 25, 2019 @ 2:30pm	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Proposals (Anticipated Date)	October 9 th , 2019	Evaluation Team Members to begin evaluations individually.
Cost Proposals Opened	October 11 th , 2018	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Posting of Intent to Award (Anticipated)	November 1, 2018	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.6 **Addenda**

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

2.7 **Mandatory Site Visit**

Mandatory site visits will be held at the times and locations indicated in the Timeline. The site visits permit respondents the opportunity to tour the buildings identified for services under this RFP.

Attendance at the mandatory site visit is a prerequisite for the acceptance of a Proposal. Only respondents that signed the attendance sheet for the mandatory site visit will be considered responsive.

2.8 **Mandatory Pre-Proposal Conference**

A mandatory pre-proposal conference will be held at the time and location indicated in the Timeline. Respondents may ask questions and seek clarification during the pre-proposal 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.

Attendance at the mandatory site visit is a prerequisite for the acceptance of a Proposal. Only respondents that signed the attendance sheet for the mandatory conference will be considered responsive.

2.9 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 RFP Timeline and during the pre-proposal conference will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.10 Identical Tie Proposals

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

2.11 Federal Excluded Parties List

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

SECTION 3.0 SCOPE OF SERVICES

3.1 Background:

The Bureau of General Services is responsible for the security of the Department's CCOC and Hamilton Park buildings. This includes the provision, maintenance, and monitoring of equipment for access control, entry detection, building surveillance, and the reporting of emergency situations. The existing equipment located at the CCOC and Hamilton Park buildings were installed in 1999.

The new system will need to integrate with an approximate amount of 144 existing door locks, 144 readers, 23 window break sensors, recording hardware, and 61 cameras.

3.2 Scope of Services

Successful Respondent will provide an evaluation of the security systems currently used by the Department at each of the CCOC and Hamilton Park buildings, replace or repair any equipment, cabling, batteries, software, software licenses, and systems necessary to bring the current system to 100% functionality, perform maintenance to ensure 100% functionality for the contract term, expand existing security systems upon Department request, monitor all security systems, and provide security system training to Department personnel. The system hardware must be compatible with other manufacturers software.

3.2.1. Task List

3.2.1.1. Security System Evaluation and Installation:

3.2.1.1.1. Examine all security equipment, cabling, batteries, software, software licenses, and systems present in each of the buildings and recommend which items must be replaced, repaired, or installed to enable 100% functionality of security system at the Department CCOC and Hamilton Park buildings.

3.2.1.1.2. Provide a report to the Department Contract Manager listing all equipment that is inoperable, missing, or unable to work with the respondent's equipment or systems and obtain the approval of the Department Contract Manager before conducting any changes to the security system.

3.2.1.1.3. Replace, provide, or repair and install all security equipment, cabling, batteries, software, software licenses, and systems to ensure 100% functionality of the full security system at each of the Department's CCOC and Hamilton Park buildings.

3.2.1.1.4. This task must be completed by February 1, 2019.

3.2.1.2. Security System Maintenance Services:

3.2.1.2.1. Maintain all security equipment, cabling, batteries, software, software licenses, and systems present in each of the each

of the CCOC and Hamilton Park buildings to ensure 100% security system functionality.

3.2.1.2.2. Respond to Department requests for maintenance service within 5 hours, at the stated rate and work continuously on the maintenance issue until it is resolved.

3.2.1.2.2.1. In the event the maintenance issue cannot be resolved within 24 hours, provide onsite security officers approved by the Department to monitor building access and security 24 hours a day seven days a week until the issue is resolved.

3.2.1.3. Security System Monitoring:

3.2.1.3.1. Intrusion Detection Services:

3.2.1.3.1.1. Provide continuous offsite monitoring of all security equipment in all buildings.

3.2.1.3.1.2. Immediately implement the Department approved security response protocol in the event any security equipment signals a possible intrusion or any other security concern.

3.2.1.4. Access Control Services:

3.2.1.4.1. Continue the current Department process of building access via photo-ID badge during the installation of any new or existing equipment without interruption.

3.2.1.4.2. Provide the ability for selected Department personnel to enable, disable, or modify the access of any user at any time.

3.2.1.4.3. Conduct a backup of the security database nightly.

3.2.1.4.4. Ensure that access times are adjusted in accordance with the correct time zone for the location of each building and for daylight savings time.

3.2.1.4.5. Contractor will not access any of the Department's CCOC and Hamilton Park buildings without the authorization of the Department Contract Manager.

3.2.1.5. Training Services:

Provide onsite in-person training to Department personnel on all aspects of the security system, upon installation. The content and scheduling, and location of each training must be approved by the Department Contract Manager.

3.2.1.6. Use of Subcontractors:

Contractor may use subcontractors only upon the written approval of the Department Contract Manager.

3.2.1.7. Data Security and Confidentiality:

If the Respondent will access Department or state data, or provide data to the Department or connect in any way to the Department's networks, Respondent will comply with Attachment D.

3.2.2. Certifications, Licenses, Permits, Taxes, and Equipment

Respondent must pay for all licenses, permits, certificates, and taxes required to operate in the State of Florida. Also, Respondent must comply with all applicable federal, state, and local laws, ordinances, codes, regulations, action transmittals, program instructions, and other requirements at no cost to the Department. Respondent will supply all necessary equipment to perform under any Contract resulting from this RFP.

3.2.3. Minimum Qualifications

The Respondent must have a minimum of five years of experience in installing, maintaining, and monitoring security services for buildings with a minimum of 75,000 square feet. Additionally, the Respondent must be licensed pursuant to state law.

3.2.4. Staff Background/Criminal Record Checks

The Respondent's staff, assigned to the resulting Contract, will be subject, at the Department's discretion, to a Florida Department of Law Enforcement (FDLE) Level Two Background check. The cost of the background screening(s) will be borne by the Respondent. The DOH, solely at its discretion, reserves the right to terminate this contract if the background screening(s) reveal arrests or criminal convictions. Respondent, its employees, or agents shall have no right to challenge DOH's determination pursuant to this paragraph.

SECTION 4.0 INSTRUCTIONS FOR PROPOSAL 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 Proposal:

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

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

4.2 Proposal Format

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

- 4.2.1 Proposals should be on paper that is 8.5 by 11 inches.
- 4.2.2 The font size and style are at the discretion of the Respondent but should be at least 11 point.
- 4.2.3 The pages should be numbered, and one-inch margins should be used.
- 4.2.4 Technical Proposals should include an index identifying the page number or section where information can be located in the Proposal.

- 4.2.4.1. Separation of Technical and Cost Proposals (Mandatory Requirement):

Respondents must separate the Technical Proposal from the Cost Proposal and ensure labeling as described in **Section 4.4.**

4.3 Copies of Proposals

Respondents must submit the following copies:

4.3.1. **Technical Proposal**

One (1) original and five (5) paper copies of the Technical Proposal must be submitted no later than the date and time set forth in the Timeline. In addition, one original copy on a single USB storage device, or CD, viewable in Adobe Acrobat Reader (PDF) must be submitted. The electronic copy submitted must contain the entire Technical Proposal as the submitted original copy, including all supporting and signed documents.

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

Refer to **Section 4.7** for information on redacting confidential information, if applicable.

Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified (Mandatory Requirement, refer to Section 4.11).

4.3.2. Cost Proposal

One original copy of the Cost Proposal (**Mandatory Requirement, refer to Section 4.11**) must be submitted using **Attachment A: Cost Proposal**, no later than the date and time set forth in the timeline. No copies are requested.

The Cost Proposal must be enclosed in a separate sealed envelope and must be identified in accordance with **Section 4.11**. No additional documentation should be included in the Cost Proposal envelope.

4.4 Proposal Labeling

4.4.1. Technical Proposal

The Technical Proposal should be sealed and identified as follows:

DOH17-044
Request for Proposals for
Security System and Monitoring Services
Due:
Respondent's Name
TECHNICAL PROPOSAL

4.4.2. Cost Proposal

It is **mandatory** that the Respondent's Cost Proposal be in a separate sealed envelope and identified as follows:

DOH 17-044
Request for Proposal for
Security System and Monitoring Services
Due:
Respondent's Name
COST PROPOSAL

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

4.5 Instructions for Submittal

4.5.1. Respondents must complete, sign, and return the "Title Page" with the Proposal submittal. (**Mandatory Requirement**)

4.5.2. Respondents must complete, sign, and return the "Cost Proposal" in a separate sealed envelope with the Proposal submittal. (**Mandatory Requirement**)

- 4.5.3. Respondents must submit all technical and cost data in the formats specified in the RFP.
- 4.5.4. Proposals must be sent via mail, courier, or hand delivered to the location indicated in the Timeline. **(Mandatory Requirement)**
- 4.5.5. Proposals submitted via electronic mail (email) or facsimile will **not** be considered.
- 4.5.6. The Department is not responsible for improperly marked proposals.
- 4.5.7. It is the respondent's responsibility to submit its response at the proper place and time indicated in the RFP Timeline.
- 4.5.8. The Department's clocks will provide the official time for Proposal receipt.
- 4.5.9. 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 the response.

4.6 **Cost of Preparation**

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

4.7 **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, Chapter 119, Florida Statutes. If the Respondent considers any portion of its Proposal 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 Proposal 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 response 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 Proposal are confidential, trade secret, or otherwise not subject to disclosure. 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 response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Respondent's failure to submit a redacted copy with its Proposal, constitutes authorization by the Respondent for the Department to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

4.8 Cost Proposal (Mandatory Requirement)

Each Respondent must provide its proposed cost utilizing **Attachment A**, Cost Proposal. The proposed cost should not be carried more than two places to the right of the decimal point.

4.9 Documentation

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

4.9.1. 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 B**, Reference Form of this RFP 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.

4.9.2. Statement of Non-Collusion

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

4.10 Special Accommodations

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-proposal conference, Proposal 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).

4.11 Responsive-Responsible (Mandatory Requirements)

Respondents must complete and submit the following **mandatory** information or documentation as a part of their Proposal and comply with mandatory requirements. Any Proposal which does not meet the below requirements or contain the specified information will be deemed non-responsive.

4.11.1. Proposals must be received, per **Section 4.5.4**, by the time specified in the Timeline, **Section 2.5**.

4.11.2. The Title Page of this RFP must be completed, signed, and returned with the technical Proposal.

4.11.3. The Cost Proposal (**Attachment A**) must be completed, signed, and returned in a separate sealed envelope with RFP submittal. **Cost information must not be contained in Respondent Technical Proposals.**

4.11.4. Attendance at the site visit and pre-proposal conference are required, as stated in **Section 2.0.**

4.12 Late Proposals

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

SECTION 5.0: CONTRACT TERMS AND CONDITIONS

5.1 **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 RFP, to the extent they are not otherwise modified. This document should not be returned with the Proposal.

<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.

5.2 **Scrutinized Companies – Termination by the Department**

All Contractors seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

5.3 **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 4.9.2.**

5.4 **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.

5.5 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 five (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.

5.6 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.

5.7 Subcontractors

Respondent may enter into written subcontracts for performance of specific 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 Proposal submission and the amount of the subcontract must be identified in the Proposal. If a subcontract has been identified at the time of Proposal 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.

5.8 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.

5.9 Financial Consequences

Pursuant to Section 287.058, Florida Statutes, the Contract resulting from this solicitation must contain financial consequences that will apply if Respondent 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.

5.10 Standard Contract

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

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

<http://www.floridahealth.gov/media/procurements/documents/doh-standard-contract.pdf>

5.11 Conflict of Law and Controlling Provisions

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

Respondents acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

5.12 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.

5.13 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation shall be responsible for its own attorneys' fees, except as otherwise provided by law.

SECTION 6.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

6.1 Introduction

The Department will evaluate and score proposals to determine the most advantageous Proposal. The ability of the Department to evaluate a respondent's Proposal is dependent upon the completeness of the Proposal.

Failure of a Respondent to provide information requested by this RFP may result in reduction in scoring during the evaluation.

The Department may accept or reject any and all proposals, and waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests.

6.2 Evaluation Criteria

Technical Proposals 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 Proposal score.

Evaluation Criteria	Maximum Points
<u>Technical Proposal, Section 3.0</u>	<u>40</u>
<u>Cost Proposal, Section 6.3</u>	<u>40</u>
<u>Minimum Qualifications, Section 3.2.3</u>	<u>10</u>
TOTAL MAXIMUM POINTS POSSIBLE (Technical Proposal)	<u>90</u>

6.3 Cost Proposal Opening

Cost Proposals will be opened in a public meeting after scoring and ranking of Technical Proposals.

6.3.1. Cost Proposal Scoring

The Department's cost evaluation will be based upon the respondent's proposed cost, as prescribed in **Section 4.8** of this RFP. The proposed cost will be scored in accordance with the below formula:

$$\text{Maximum Cost Proposal Points} \times (\text{Lowest Proposal Cost} / \text{Respondent's Proposal Cost}) = \text{COST SCORE}$$

6.4 Notice of Agency Decision

At the conclusion of evaluation of the proposals 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 be the most advantageous to the state, taking into consideration technical and cost proposals.

Award of a Contract does not guarantee placement of order for services.

The Department reserves the right to award more than one Contract, or to make no award, as a result of this RFP.

6.5 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, Florida Statutes.

6.6 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 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 proposals to the Agency Clerk's Office. Send all proposals 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, Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

**ATTACHMENT A
COST PROPOSAL**

Description	Price
Surveillance and control system installation as described in Section 3.0	\$ _____

Initial Term (2019-2022)		
Description	Monthly Price	Total
Monthly Monitoring of the Security System	\$ _____ x 36 months	= \$ _____
Total for Initial Term \$ _____		

Renewal Term Year 1 (2022-2023)		
Description	Monthly Price	Total
Monthly Monitoring of the Security System	\$ _____ x 12 months	= \$ _____
Total for Renewal Term Year 1 \$ _____		

**ATTACHMENT A
COST PROPOSAL**

Renewal Term Year 2 (2023-2024)		
Description	Monthly Price	Total
Monthly Monitoring of the Security System	\$ _____ x 12 months	= \$ _____
Total for Renewal Term Year 2 \$ _____		

Renewal Term Year 3 (2024-2025)		
Description	Monthly Price	Total
Monthly Monitoring of the Security System	\$ _____ x 12 months	= \$ _____
Total for Renewal Term Year 3 \$ _____		

Grand Total = \$ _____
 (Surveillance and control system installation + Initial Term Total + Renewal Terms Total = Grand Total)

Additional Costs (as needed basis)	
Description	Price
Service Calls	Each at \$ _____
After Hours Service Calls	Each at \$ _____

**ATTACHMENT A
COST PROPOSAL**

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 RFP 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
REFERENCE FORM**

Respondent's Name: _____

Respondents must provide contact information for three references evidencing five years of experience in the last five years, in security system monitoring and installation services. 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.

1.	Company/Agency Name:	
	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	
2.	Company/Agency Name:	
	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	

**ATTACHMENT B
REFERENCE FORM**

3.	Company/Agency Name:	
	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	

**ATTACHMENT C
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 D
Application, Data Security, and Confidentiality

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

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

ATTACHMENT D
Application, Data Security, and Confidentiality

outside of the network or over a medium not entirely owned or managed by the Department. Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's loss or breach of data or the negligent acts or omissions of Provider related to this subsection.

- f. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the Department of such breach of security.
- g. Data Retention: Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all state data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all state data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least ten (10) characters to include an upper and lowercase letter, a number, and a special character.

ATTACHMENT D
Application, Data Security, and Confidentiality

- iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
 - c. Department employees must not disable, alter, or circumvent Department security measures.
 - d. Computer monitors must be protected to prevent unauthorized viewing.
 - e. Consultation involving confidential information must be held in areas with restricted access.
 - f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
 - g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.
 - h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management’s notification of a security violation.
 - i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
 - j. All employees are responsible for protecting Department data, resources, and assets in their possession.
 - k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.
 - l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida’s Agency for Healthcare Administrative, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM.
 - b. Use of any connection to the Department’s network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department’s network.

ATTACHMENT D
Application, Data Security, and Confidentiality

- c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

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

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

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