

**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES**

**INVITATION TO NEGOTIATE**

**HEALTH INSURANCE  
MANAGEMENT INFORMATION SYSTEM**

**ITN NO.: DMS-11/12-037**

**PROPOSALS DUE:**

**Wednesday, September 5, 2012, 3:00 PM Eastern Time**

**Refer ALL Inquiries to  
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**DOCUMENTS INCLUDED SEPARATELY:**

- ATTACHMENT A: TECHNICAL PROPOSAL**
- ATTACHMENT B: FINANCIAL PROPOSAL**
- ATTACHMENT C: REQUIRED FORMS**
- ATTACHMENT D: DRAFT CONTRACT**
- ATTACHMENT E: EVALUATION SCORECARDS**
- ATTACHMENT F(a): ENROLLMENT FILE LAYOUT (PBM)**
- ATTACHMENT F(b): ENROLLMENT FILE LAYOUT (Health Plans)**

## **SECTION 1 – INTRODUCTORY MATERIALS**

### **1.01 Overview**

The Florida Department of Management Services (Department) invites interested firms (Respondents or Service Providers) to submit responses to this solicitation for Health Insurance Management Information System (HIMIS). The Department has issued this Invitation to Negotiate (ITN) to define minimum service requirements, solicit detailed responses, outline the evaluation process and establish a contract for the provision of specified services in compliance with Chapter 287, Florida Statutes, Florida's competitive procurement laws.

The State seeks services that will assist the Division of State Group Insurance (DSGI) in measuring and assessing cost drivers and help control increases in health care costs. The HIMIS will allow the State to have a single source and comprehensive integrated data management aggregation system with information supplied by State-contracted health insurance carriers.

The Department anticipates the Contract will be signed by the Contract effective date in Section 1.04, Timeline. The initial term of the Contract will be a minimum of five (5) years with an additional five (5) year-renewal term, in whatever time increments determined by the Department. There is no incumbent for these services.

The process for evaluating and selecting a Service Provider will involve three (3) phases as specified in Section 2.09 of this ITN. The first phase involves evaluation of Responses to this ITN, which will result in the selection of Respondents to proceed to the second phase. In the second phase, as part of preliminary negotiations, Respondents will be asked to provide a presentation/demonstration of their response. Following the second phase, the Department will conduct a negotiation phase that includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Respondents receiving a request to submit a Best and Final Offer (BAFO). The Department anticipates awarding a Contract to a single Service Provider; however, it reserves the right to award the Contract in a manner to be in the best interest of the State of Florida.

### **1.02 Background**

Under authority of section 110.123, Florida Statutes, the Department through DSGI administers the State Group Insurance Program (Program). The Program contains a package of insurance benefits such as health, pharmacy, life, dental, and vision insurance products through a cafeteria plan consistent with Section 125, Internal Revenue Code, to eligible State officers and employees, surviving spouses of deceased State officers and employees, retired State officers and employees, dependents and individuals with continuation coverage, i.e., COBRA. The Division is responsible for contract management and day-to-day operations of the Program including eligibility, enrollment, premium collection, management of third party administrators and other administrative functions.

Members may choose from four medical benefit designs:

- i.) Preferred Provider Organization (PPO)
- ii.) Health Maintenance Organizations (HMOs)
- iii.) Health Investor Health Plan a/k/a high deductible/health savings plan with PPO
- iv.) Health Investor Health Plan a/k/a/ high deductible/health savings plan with HMO

The Department contracts with multiple third-party administrators to manage the self-insured PPO and HMO plans, and the self-insured State Employees' Prescription Drug Plan (Drug Plan) that covers all PPO and HMO plan members (excluding Medicare Advantage Plans offered exclusively to eligible retirees). The Division also contracts with two fully-insured HMO plans. Enrollment volumes are shown below:

Plan Type	Service Provider	Enrollment (as of 1-1-2012)		
		Subscribers	Dependents	Total
PPO Plan – Third party administrator	Florida Blue	89,880	87,042	176,922
HMO Plans – Self Funded (Third party administrators)	Aetna	890	1,248	2,138
	AvMed	44,653	59,988	104,641
	Coventry Health Care	4,435	6,059	10,494
	United Healthcare	3,005	3,929	6,934
HMO Plans – Fully Insured	Capital Health Plan	29,148	34,261	63,409
	Florida Health Care Plans	1,317	1,583	2,900
Pharmacy Benefit Manager	Medco	173,328	194,110	367,438
Dental Plans	Ameritas	3,190		
	Assurant	8,576		
	CIGNA Dental	12,874		
	CompBenefits	58,853		
	United Healthcare Dental	6,494		
Vision Plan	Humana	48,799		

### 1.03 Specific Goals of this ITN

The Department seeks to establish a multiyear contract for the HIMIS creation and operation of a comprehensive and integrated data system/warehouse with robust reporting capabilities. This system will allow the Department to integrate financial and utilization data of claims and create reporting capabilities on its medical benefit and Drug Plan. The HIMIS may also include dental and vision plans as determined by the State.

The HIMIS shall provide information as described herein regarding the quality and cost effectiveness of medical benefit plans, Drug Plan, disease management as well as overall contract management of the third party administrators of the plans. The Department expects the Service Provider to be able to provide this information on a nationwide, statewide, region wide, as well as a county specific basis. The Department intends that the HIMIS will also have the ability to provide highly specialized analyses such as the access to one Participant's medical and drug plan history.

The State's Human Resource (HR) third party administrator (presently NorthgateArinso) will provide the Service Provider with enrollment and eligibility data in the format found in Attachment F of this ITN on a monthly basis. The State will facilitate information exchange between Service Provider and its medical benefits and Drug Plan third party claims administrators.

In addition, the Service Provider shall perform the following minimum services:

- a) Distributional analysis
- b) Regression modeling
- c) Probability modeling for mortality, morbidity, and lifestyles (health risk assessments)
- d) Time-duration analysis (to examine health "shocks" at retirement)
- e) What-if analysis and predictive modeling (based on plan design or contribution strategy shifts)

- f) Predictive modeling including logistic regression and decision tree analysis
- g) Multivariate analysis
- h) Development of algorithms for predictive analysis
- i) Co-morbidity analyses extracted from diagnosis data from the claims file (i.e., diagnosis code, doctors, medications, types of therapies, costs, statistical variables, utilization including frequency, inpatient visits, and specialty types, and other items on the claims file.
- j) Claim reviews (i.e., isolating claims that require special handling)
- k) Build risk profiles from non-insurance data fields (i.e., based on age, occupation/job positions, salary, hire date, location, place of work, and other fields)
- l) Analysis of how many and what type of insurance products to offer
- m) Self-health assessment surveys with received responses integrated into this system
- n) Review of premium rates

#### 1.04 Timeline

Listed below are the anticipated dates/times regarding the ITN process. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an Amendment to the solicitation as described in Section 2.02. All times listed below are Eastern Standard Time (EST). Dates reflected as anticipated dates may change without modifying any other dates contained in the timeline.

DATE	TIME	ITEM
08/01/12		Release of Solicitation
08/17/12	12:00 p.m. EST	Questions Due
08/23/12		Anticipated Date Answers to Questions are posted on the Vendor Bid System (VBS)
09/05/12	3:00 p.m. EST	Responses Due/Opening
09/10/12 – 09/12/12		Phase One Evaluation
09/13/12		Phase One Ends and Advance Some or All Respondents to Phase Two
09/17/12 – 09/20/12		Phase Two System Demo Evaluation
09/24/12		Phase Two Ends and Negotiation phase begins
09/24/12 – 09/27/12		Negotiations
10/01/12		Public Meeting – Recommended Award
10/15/12		Posting of Intent to Award on Vendor Bid System
11/01/12		Contract Start Date

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## **SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS**

### Contents

- 2.01 Application of General Instructions in PUR 1001**
- 2.02 Amendments to the Solicitation Documents**
- 2.03 Questions**
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- 2.19 Subcontracting**
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- 2.22 Protests**

### **2.01 Application of General Instructions in PUR 1001**

This Section 2 supplements the provisions of [PUR 1001](#) General Instructions to Respondents, attached hereto as Section 3 of this ITN. To the extent that the provisions of this Section 2 conflict with the provisions of Section 3, the provisions of Section 2 shall control.

### **2.02 Amendments to the Solicitation Documents**

The Department shall post amendments to the solicitation documents, including Timeline updates in Section 1.04, at [http://myflorida.com/apps/vbs/vbs\\_www\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_www_main_menu) (Florida Vendor Bid System or VBS) under the posted solicitation number. Each Respondent is responsible for monitoring the VBS for new or amended information at all times. The Department will not provide any other notice of amendment at any time.

### **2.03 Questions and Sole Point of Contact**

Respondents shall address all questions regarding this solicitation by e-mail to the Procurement Officer named on the cover of this solicitation. The Department shall not be bound by any verbal or written information that is not contained within this ITN, answers, or other solicitation documents, formally noticed and issued by the Procurement Officer, or that is not included in the Contract after the negotiation process. Questions to the Procurement Officer, or to any other Department personnel, shall not constitute formal protest of the specifications or of the solicitation, a process addressed in Section 2.18, Protests. The deadline for submission of questions is reflected in the Timeline in Section 1.04 of this ITN. Procedural questions may be addressed informally at any time by e-mail communication to the Procurement Officer.

If a Respondent believes any term or condition of the Draft Contract contained in Attachment D needs to be negotiated, it must identify the section and applicable language in Attachment D-4, Identification of Contract Terms to be Negotiated. Do not include any provisions of the Draft Contract in your Alternative Responses in Attachment A-6.

Respondents and persons acting on their behalf may not contact, between the release of the ITN and the end of the 72-hour period following the agency posting of the notice of intended award, excluding State holidays, Saturdays and Sundays, any employee or officer of the executive or legislative branch concerning any aspect of this ITN, except in writing to the Procurement Officer. Violation of this provision may be grounds for rejecting a response

#### **2.04 Alternate Responses**

Except as noted in Attachment A-6, Recommended Alternatives, alternate responses, deviations or other changes to the requirements, guarantees or terms contained herein are not permitted and may be grounds for the Department to deem the Response unresponsive.

#### **2.05 Submittal of Responses**

Each Respondent must ensure that its Response is delivered at the proper time and proper place. The Department shall not consider late Responses. RESPONSES MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE reflected on the Timeline included in Section 1.04 of this ITN. The face of each envelope(s)/box(es) submitted shall be addressed to the attention of the Procurement Officer, indicate the Departmental Purchasing address, the ITN number, and date and time the Response is submitted. Any submitted documents claimed to be confidential, proprietary, or trade secret material must be indicated at the time of submission consistent with the provisions of Sections 2.07 and 2.08.1.

The Department posted this ITN on the VBS as a "PDF" file. Therefore, to respond to this ITN, please ask for an electronic copy of the attachments from the Procurement Officer identified on the cover of this ITN.

- A. Proposal/Response. Submit in a properly marked, sealed envelope/box, one (1) original bound paper Response consisting of the items listed in:
  - a. Introductory Section (see below Section 2.08.1 for format)
  - b. Technical Proposal (answers/response to Attachment A; see below Section 2.08.2 for reply format)
  - c. Financial Proposal (response to Attachment B; see below Section 2.08.3 for reply format)
  - d. Required Forms (complete forms for Attachment C; see below Section 2.08.4 for reply format)
  - e. Draft Contract (see Attachment D; see below Section 2.08.5 for reply format)
- B. In addition, submit five (5) bound paper copies, five (5) electronic copies on CD and one (1) electronic Redacted Copy on CD if applicable, as described in below Section 2.07.

#### **2.06 Special Accommodation**

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 488-0510 at least five (5) workdays prior to the scheduled event. If

you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

## **2.07 Protection of Respondent's Confidential Information**

If Respondent considers any portion of its Response to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate electronic **redacted** copy of its Response **on a compact disc (CD)** together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The file name of the electronic redacted copy shall contain the name of the Respondent, the ITN number and —Redacted Copy (e.g. Respondent Name\_DMS 11/12-037\_Redacted Copy.pdf). The first page of the electronic redacted copy and each page on which information is redacted shall prominently display the phrase "Redacted Copy."

The Redacted Copy on the CD shall be provided to the Department at the same time the Respondent submits its Response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall 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. If the Respondent fails to submit a Redacted Copy with its Response, 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.

## **2.08 General Description of the Response**

Responses shall provide a straightforward, concise description of the Respondent's ability to provide a HIMIS. Responses may be in the form of informational materials and brochures, but must be specific to and reference the issue raised or question asked.

### **2.08.1 Response Format: Introductory Section**

- (a) Transmittal Letter.** The purpose of this letter is to transmit the Response and acknowledge Respondent's receipt of any addenda issued after ITN posting. The transmittal letter should be brief and signed by an individual who is authorized to commit the Respondent to the services and requirements as stated in this ITN.
- (b) Title Page and Table of Contents.** The title page should bear the name and address of the Respondent, the name and number of this ITN, followed by a table of contents.
- (c) Declaration of Proprietary and Trade Secret Information.** A listing of information which is claimed to be confidential, proprietary or trade secret is to be provided immediately following the table of contents. This listing shall identify each section of the Response which has been excluded from the Redacted Copy referenced in Section 2.07.
- (d) Executive Summary.** The Respondent shall demonstrate how the Respondent meets the minimum requirements of the Contract set forth in Attachment A-1: Minimum Requirements. This section shall also summarize any and all Recommended Alternatives to the requirements of this ITN, the Contract, or any other attachments.



## **2.08.2 Response Format: Technical Proposal, Attachment A.**

The Technical Proposal format is located in the Microsoft Excel documents labeled Attachment A: Technical Proposal.

The Respondent shall complete each of the tabs in Attachment A according to the instructions described therein. The Respondent shall print each of the tabs in the Attachment A in the order specified below. The Respondent must submit the final electronic version on CD of Attachment A with the Excel workbook intact (see Section 2.05, Submittal of Responses). The Respondent should not add tabs to the workbook or break tabs apart and submit as separate attachments.

Cells which have been highlighted in yellow require a response. Some responses require selecting from the pre-set drop down menu, entering a numerical value and/or writing a brief narrative. If cell includes the drop down menu, the Respondent should only select from the drop down list.

The Proposal shall be organized as follows:

Attachment A-1: Minimum Requirements

Attachment A-2: Respondent Information

Attachment A-3: Questionnaire

Attachment A-4: Administrative Requirements

Attachment A-5: Performance Guarantees

Attachment A-6: Recommended Alternatives

Attachment A-7: Data Aggregation Experience (see #1 of Attachment A-1 of this ITN, Min Requirements)

Attachment A-8: Health Data Experience (see #2 of A-1, Minimum Requirements)

Attachment A-9: Large Group Experience (see #3 of A-1, Minimum Requirements)

Attachment A-10: Government Client Experience (see #4 of A-1, Minimum Requirements)

Attachment A-11: Data File Transfer Experience (see #5 of A-1, Minimum Requirements)

Attachment A-12: Organizational Chart (see Question 5 of Attachment A-3 Questionnaire)

Attachment A-13: References (see Question 10, Attachment A-3)

Attachment A-14: Project Implementation Plan (see Question 12, Attachment A-3)

Attachment A-15: Disaster Recovery Plan (see Question 21, Attachment A-3)

Attachment A-16: Data Interface Plan (see Question 30, Attachment A-3)

Attachment A-17: Data Security Plan (see Question 31, Attachment A-3)

Attachment A-18: Training Plan (see Question 43, Attachment A-3)

Attachment A-19: Data Migration/Transition Plan (see Question 52, Attachment A-3)

### **2.08.3 Response Format: Financial Proposal, Attachment B**

The Financial Proposal format is located in the Microsoft Excel documents labeled Attachment B: Financial Proposal. The Respondent shall complete each of the cells in Attachment B-1 according to the instructions described therein.

The Respondent must submit the final electronic version on CD with the Excel workbook intact. (See Section 2.05, Submittal of Responses). Do not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments.

The documents in Attachment B of this ITN are as follows:

1. Financial Proposal
2. Pay Schedule and Deliverables

### **2.08.4 Response Format: Required Forms, Attachment C**

The following forms in Attachment C to this ITN shall be completed and attached in their entirety with the signature of the Respondent's authorized agent. Failure to complete, sign, and/or return these documents shall result in disqualification of the response.

1. Respondent's Contact Information Form
2. Certification of Drug-Free Workplace Program
3. Non-Collusion Affidavit
4. Statement of No Involvement
5. Notice of Conflict of Interest
6. Respondent's Acknowledgement Form of all ITN Addenda/Amendments

### **2.08.5 Response Format: Draft Contract, Attachment D**

The documents in Attachment D of this ITN are as follows:

1. Draft Contract Document
2. Combined HIPAA-HITECH/BAA and Confidentiality Agreement (behind the Draft Contract)
3. Confidentiality Agreement (behind the HIPAA Agreement in Draft Contract)
4. Identification of Contract Terms to be Negotiated (behind Confidentiality Agreement)

### **2.08.6 Information Only: Evaluation Scorecard, Attachment E (Evaluation team will complete these scorecards)**

Attachment E-1: Evaluation Scorecard (Technical and Financial Proposals)

Attachment E-2: Evaluation Scorecard (System Demonstration) for preliminary negotiations

## **2.08.7: Information Only: Enrollment File Layouts, Attachment F**

The documents in Attachment F of this ITN are as follows:

1. Enrollment File Layout (Drug Plan)
2. Enrollment File Layout (PPO and HMO plans)

**2.08.8 Notice Regarding Use of Microsoft Excel.** Please note that Microsoft Excel will only print the first 1,024 characters in each cell. Therefore, please limit the length of responses to 1,024 characters per cell.

## **2.09 Evaluation and Negotiation**

### Phase One, Scoring (Technical and Financial Proposals):

The Department will establish an evaluation team for the initial evaluation and scoring of the Responses (Phase One Evaluation). Each member of the evaluation team will be provided a copy of each Response to evaluate. The Department will score Responses consistent with section 2.10 below. Respondents scoring within the competitive range may advance to Phase Two to demonstrate their system.

### Phase Two, System Demonstration and Preliminary Negotiations:

For those Respondents advancing to Phase Two, the evaluation team will evaluate and score Respondent's system demonstrations. For the purposes of efficiency, the evaluation team may limit the number of Respondents invited to Phase Two to those within the competitive range using Phase One Evaluation Criteria specified above. The evaluation team will conduct the Phase Two as detailed in Section 2.11, Phase Two Evaluation Criteria.

The evaluation team reserves the right to require attendance by particular representatives of the Respondent. At a minimum, the Department expects that the following representatives will be in attendance: Service Provider's account manager, implementation manager and any other individuals that will perform a critical role in the day-to-day management of the HIMIS, up to no more than five (5) individuals. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, copies of any visuals or handouts, and shall become part of the Response. Respondents scoring within the competitive range may advance to Negotiations.

### Negotiation Phase:

The Department will establish a negotiation team to conduct the negotiations and assess the final value proposition of each BAFO and make award recommendations to the Department. The negotiation team will use the Phase One and Phase Two Evaluation Criteria (identified in section 2.10 and 2.11) to assist in its determination as to which Respondent should be awarded the Contract; however, the negotiation team will have full authority to reassess any of the Phase One and Phase Two Evaluation determinations and may consider any additional information that comes to its attention during the negotiations phase.

The negotiation team may request Respondents make a presentation, provide the opportunity for a site visit, explain certain answers, and provide other information. The negotiation team may also request clarifications and revisions to Responses until it is satisfied that it has achieved the best value for the State. Thereafter, the negotiation team will request a BAFO from each Respondent with whom the Negotiation Team has negotiated agreeable terms regarding contract terms, administrative requirements, performance guarantees and other questions being explored and either approved or resolved each of the Respondent's Recommended Alternatives (if any) as mentioned in Attachment A-6. The Negotiation Team will address each Recommended Alternative during negotiations but is under no obligation to accept a Recommended Alternative. If the Negotiation Team determines that a Recommended Alternative is not acceptable and the Respondent fails to offer an alternative that is acceptable to the Negotiation Team, the Respondent may be disqualified from further consideration. The Department reserves the right to negotiate different terms and

related price adjustments if the Department determines that such changes would provide best value to the State.

The negotiation team will forward its recommendations to the Department’s Secretary for review. The Department’s Secretary will then determine which Respondent represents the best value and should be awarded the Contract.

The Department reserves the right to reject any and all Responses if it determines that such action is in the best interest of the State. The Department reserves the right to waive minor irregularities in Responses or provide for the correction of other irregularities if it determines that doing so is in the best interest of the State. The Department reserves the right to change the terms and conditions of this ITN in the final awarded contract.

**2.10 Phase One Evaluation Criteria**

The Department’s Phase One Evaluation will determine which Respondents fall within the competitive range and are therefore eligible for inclusion in Phase Two. Phase One Evaluation begins with the scoring based on the allocation shown in the table below. Please see Attachment E-1, Evaluation Scorecard, and note the row titled “Technical Proposal Total” within Phase One. Evaluators will score responses on a three (3) point scale as follows.

0 = Reply does not answer the question or the answer is “Disagree,” or the Recommended Alternative is of lesser value to the State in the opinion of the evaluator.

1 = Reply answers the question and/or answer is “Agree,” or the Recommended Alternative is of equivalent value to the State in the opinion of the evaluator.

2 = Reply provides an enhanced value alternative acceptable that, in the opinion of the evaluator, is of a greater value to the State.

Performance Guarantees of Attachment A-5 will be evaluated on a two (2) point scale, as follows:

0 = Reply does not answer the question or the answer is “Disagree,” or the Recommended Alternative is of lesser value to the State in the opinion of the evaluator.

1 = Reply answers the question and/or answer is “Agree,” or the Recommended Alternative is of equivalent value to the State in the opinion of the evaluator.

TECHNICAL and FINANCIAL PROPOSAL	Weight
Qualifications/Experience	4
Implementation	6
Service Administration and Special Provisions	11
Hardware and Software	7
Security	9
Data Integrity	7
Training and Support	8
Reporting and Analysis	11
Consulting Services	2
Transition to a new Service Provider	2
Performance Guarantees	3

TOTAL-Technical	<b>70</b>
TOTAL-Financial	<b>30</b>

The Financial Proposal with the lowest proposed price will receive the maximum possible points. Please see Attachment E-1, Evaluation Scorecard, and note the row titled “Financial Proposal Total” within Phase One. The remaining respondents will receive a percentage of the maximum cost points available proportionate to the lowest proposed price.

$\text{Cost Summary Points} = \frac{\text{Lowest Proposed Price}}{\text{Respondent's Lowest Proposed Price}} \times 30$
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<p>The total points score is calculated as follows:  <math display="block">\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}</math></p>
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To be within the competitive range of Responses, a Respondent must have a combined score (Technical and Financial Proposal) that provides the best value to the State.

COMPETITIVE RANGE STANDARD	STANDARD MET?
Technical and Financial Proposal [Is Respondent within the competitive range of replies that are reasonably susceptible of award?]	Yes/No

## 2.11 Phase Two Evaluation Criteria

The Department will score Phase Two based on the HIMIS’ ease of use, intuitiveness of the user interface, the presence of appropriate personnel with expertise in the system, and previous experience with other state governments. Please refer to Attachment E-2, Oral Presentation/Product Demo Evaluation Scorecard. The Service Provider will be asked to create at least ten (10) reports using certain data elements that will be prescribed during the product demonstration.

Using the evaluation criteria specified above and Scorecards, and in accordance with Section 287.057, Florida Statutes, the Department shall evaluate the Responses. The Department intends to conduct negotiations with Respondents whose proposed service meets the needs of the Department and provides the best value to the State. The Department will negotiate with a Respondent and may negotiate with other Respondent(s) either serially or concurrently.

### Negotiations:

Respondent(s) may be requested during the negotiation process to make other presentations, provide additional references, or provide other information. The Department reserves the right to require attendance by particular representatives of the Respondent(s). Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, which shall become part of the Respondent(s) Response. Failure to provide the requested information may result in rejection of its Response.

After sufficient negotiations, the Department will request a BAFO from all qualified Respondents with whom it negotiated for final consideration prior to final award decision. After submission of BAFO to the Procurement Officer through electronic mail, the Department reserves the right to clarify any element of required service delivery or further negotiate pricing with a single Respondent or all qualified Respondents prior to final award.

Subsequent to establishing the Contract, if the Department determines that additional services within the scope of the services set out in this ITN, additional minimum specifications, modifications, or deletions are needed and it is in the Department’s best interest to amend the scope of services with regards to the

specified service delivery, then the Department may enter into negotiations with Service Provider to include any additional requirements into the Contract. The Department may request a revised BAFO for these additional services.

In the event the Contract resulting from this solicitation is terminated early by either party, the Department reserves the right to negotiate with the next responsive and responsible Respondent within the competitive range and continue sequentially through all eligible Respondents until a provider is found willing to perform at acceptable pricing as well as meeting the other evaluation criteria contained in the solicitation process. However, the Department may decide at its sole discretion to re-procure. Consideration may be given to price, location, site inspection, and performance of other providers.

## **2.12 Disclosure of Response Contents**

All documentation produced as part of this solicitation shall become a public record of the Department and may not be removed by the Respondent or its agents or returned. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any response. Selection or rejection of a Response shall not affect this right.

## **2.13 Electronic Posting of Agency Decisions**

On the dates indicated in Section 1.04, Timeline, as amended or updated, the Department shall electronically post a notice of the decisions at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu). If the notice of these decisions is delayed, in lieu of posting the notice the Department shall post a notice of the delay and a revised date for posting the notice of decision.

## **2.14 Firm Response**

The Department may make an award within one hundred eighty (180) days after the date the Responses are due, during which period Responses (and any written amendments offered during the Negotiation Phase) shall remain firm and shall not be withdrawn. If an award is not made within the one hundred eighty (180) day period, the Response shall remain firm until either the Department awards the Contract or the Department receives from the Respondent written notice that the Response is withdrawn. Any response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

## **2.15 Subcontracting**

The Respondent shall be fully responsible for all work performed under the Contract. Any and all proposed Subcontractors shall be approved by the Department prior to the award of the Contract.

Service Provider is solely responsible for ensuring the Subcontractor maintains the insurance and Level II background checks as provided in Section 435.04, Florida Statutes, on subcontracted employees as required in the Contract. The Department shall treat Service Provider's use of a Subcontractor not contained herein and/or approved by the Department as stated in the Contract as a breach of the Contract.

## **2.16 Legal Requirements**

Applicable provisions of all federal, State, county and local laws, and administrative procedures, policies or rules shall govern the development, submittal and evaluation of all Responses and shall govern any and all claims and disputes which may arise between persons submitting a Response hereto and the Department. Lack of knowledge of the law or administrative procedures, policies or rules by any Respondent shall not constitute a cognizable defense against their effect.

## **2.17 Cost of Preparation**

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

## **2.18 Protests**

Pursuant to s. 110.123(3)(d)4, Florida Statutes, the procedures applicable to protests referenced in s. 120.57(3), Florida Statutes, shall apply to this solicitation except:

- A. A formal written protest of any decision, intended decision, or other action subject to protest shall be filed within 72 hours after receipt of notice of the decision, intended decision, or other action; and
- B. As an alternative to any provision of s. 120.57(3), Florida Statutes, the Department may proceed with the bid selection or contract award process if the Secretary of the Department sets forth, in writing, particular facts and circumstances which demonstrate the necessity of continuing the procurement process or the contract award process in order to avoid a substantial disruption to the provision of any scheduled services.

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***SECTION 3 – PUR1001 GENERAL INSTRUCTIONS TO RESPONDENTS***

Please click link to review form [PUR 1001](#), General Instructions.

If there are any conflicts between the provisions contained in Sections 1, 2 and 4 of the ITN and the provisions contained in Section 3 of PUR 1001, then the ITN provisions shall supersede the Section 3 PUR 1001 provisions.

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## ***SECTION 4 – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES***

### **4.01 Scope of Services**

Please see Attachment A-4, Administrative Requirements, for the scope of services.

### **4.02 Draft Contract**

The Draft Contract provided in Attachment D to this ITN contains most of the terms and conditions that the Department anticipates will apply to the Contract. The Draft Contract incorporates all these items as defined in the “Contract.”

Respondents shall identify any sections of the attached Draft Contract to be reviewed and/or discussed in Attachment D-4, Identification of Contract Terms to be Negotiated. Otherwise, the Draft Contract shall be deemed acceptable in its present form and not subject to negotiation unless changed by the Department. Any exceptions must be accepted in writing by the Department.

In addition, Respondent shall propose a payment schedule to be negotiated and included in the Contract. Service Provider may be required to sign a Confidentiality Agreement with each Affiliate, as defined herein, from which or on behalf of which data is received. An example of a Confidentiality Agreement is attached to the Draft Contract (Attachment D-3) along with the required HIPAA Business Associate Agreement and HITECH Compliance Agreement (Attachment D-2)

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