

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH17-023



10-2017

INVITATION TO NEGOTIATE (ITN)
FOR
Data Integration Services

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the Standard Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the respondent's organization who has legal authority to bind the organization to the provisions of the replies. This usually is the President, Chairman of the Board, or owner of the entity. document establishing delegated authority must be included with the Reply if signed by other than the authorized representative.

TABLE OF CONTENTS

SECTION 1.0: Introductory Materials

SECTION 2.0: Procurement Process, Schedule & Constraints

SECTION 3.0: Subject of Solicitation

SECTION 4.0: Instructions for Reply Submittal

SECTION 5.0: Reply Evaluation Process and Criteria

ATTACHMENT A: Statement of Non-Collusion

ATTACHMENT B: IB Infrastructure

ATTACHMENT C: Application Data Security and Confidentiality

ATTACHMENT D: Integration Broker Services

ATTACHMENT E: Price Sheet Reply

SECTION 1.0: INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The Department of Health is seeking a Respondent to:

- 1.1.1. provide all monitoring, maintenance and support of the current Integration Broker (IB) service processes (described in Attachment D – Integration Broker Services) including implementing fixes, minor modifications and enhancements as needed, utilizing best practices in IT service management
- 1.1.2. provide high-level analysis and design as requested for potential new integration services, along with an estimate to build and implement
- 1.1.3. provide strategic and tactical recommendations annually for modernizing the services and reducing service costs
- 1.1.4. develop new, or significantly modifying existing, integration services and technologies, performing complete system development life cycle tasks.

1.2 Definitions

APHL Information Management System (AIMS): Software developed by the Association of Public Health Labs to move data between State Health Departments and the CDC.

Association of Public Health Labs (APHL): National organization working with the CDC and public health labs.

Bureau of Infrastructure Support: This is the Department's bureau within the Office of IT that provides statewide support for the technology infrastructure of the agency. They coordinate server support with our state data centers, provide OS, LAN/WAN, and directory services support.

Business days: Monday through Friday, excluding state holidays.

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

Centers for Disease Control (CDC): Federal public health agency

Cerner: Reference Lab network used by hospitals

Children's Medical Services (CMS): CMS is a division within the Department that provides medical care to special needs children state wide.

Cloverleaf: Integration software

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

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

CPT Codes: National standard procedure codes developed by the American Medical Association used for billing medical services

Data Integration Services: Development, support, and monitoring of system processes that translates data to and from market standards, such as X.12 and HL7, and moves data between trading partners.

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

Electronic Data Interchange EDI: Electronic Data Interchange (EDI) is the computer-to-computer exchange of business documents in a standard electronic format between trading partners.

EDI X12: A messaging standard developed by the American National Standards Institute (ANSI) used to exchange specific data between two or more trading partners.

EDI Billing: Billing processes that translates and/or transfers X12 standard file formats.

Electronic Lab Reporting (ELR): Mandatory reporting of positive lab results for select communicable diseases delivered to the Department.

ELR OLAP: Data repository for all reportable lab data.

Electronic Lab Ordering/Results (ELR/ELO): Electronic ordering of lab tests and transmission of results back to ordering entity, both within and external to the Department.

Emdeon (Change Healthcare): Clearing house used by Health Management System for exchanging lab and Rx data and clinical billing records.

Electronic Prescriptions (eRx): Electronic processing of pharmacy orders from local health offices

Essence: A COTS application hosted by an external vendor to collect Syndromic Surveillance data.

External program areas: Entities using the Department's data that are outside the Department's network

FileMover: Custom processes created with Cloverleaf to move data between two points, with scheduling capability.

Florida SHOTS (SHOTS): State registry for collecting immunization data from hospital and doctors' offices within the state.

Health Level 7 (HL7): National standard for formatting medical data.

Health Management System (HMS): The Departments Certified Electronic Health Record designed for the local health departments practice management and clinical service operations.

ICD-10 Codes: National standard Diagnosis codes.

Integration Broker (IB): The data movement and translation processes and associated tools put in place by the Department's Office of Information Technology.

Integration Broker Team – The team within the Department's Office of Information Technology that created the data movement and translation processes, and monitors and supports the processes today.

Integration Broker Service: Any one of several processes, coded and put in place, to act on source data provided, perform data mapping and translation, and move the end result to a defined destination, to achieve an objective for a business unit.

Internal Program Areas: Programs and data users within the Department

Lab Corp: Private lab submitting large amounts of data to the Department.

Local Health Office: Also, known as County Health Department(s) CHD/CHDs - Each county has a Local Health Department facility that provides clinical care to residents.

Medical Quality Assurance (MQA): A division within the Department that manages licensing and monitoring of medical providers within the state.

Mirth: Integration software.

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

National Library of Medicine: Reference for national standards for medical information

National Provider Database (NPDB): A national repository of all licensed medical providers in the country. The Department sends data pertaining to licensed providers to the NPDB organization, and they send data to the Department regarding legal issues concerning licensed providers.

Newborn Screening (NBS): Electronic ordering of newborn blood testing by hospitals and birthing centers.

Palm Beach Lab (PBL): A lab in Palm Beach that uses SunQuest. Used only by the local health department in Palm Beach County.

PerkinElmer: Software used for newborn screening lab testing.

Private labs: Medical labs outside the Department including commercial and hospital labs.

Public Health Information Network Messaging System (PHINMS): A CDC software used to move data between states and the CDC. PHINMS is being phased out in favor of AIMS.

Public Health Laboratory Interoperability Project (PHLIP): National organization facilitating sharing of lab data relating to public health.

Quest Diagnostics: Private lab submitting large amounts of data to the Department.

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

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

SNOMED: Standard for coding lab results

State Lab: Laboratories run by the Department using Labware software.

SunQuest: Lab software used by the PBL

Syndromic Surveillance: A program managed by DOH Bureau of Epidemiology to collect data pertaining to emergency room admissions.

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu.

Work Effort: The amount of man-hours spent on a given task or project

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
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: sonja.german@flhealth.gov
Erin.lucas@flhealth.gov

2.2 Restriction on Communication

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

2.3 Term

It is anticipated that the contract resulting from this ITN will be for a three-year period, beginning August 1, 2018, or the Contract execution date, whichever is later, subject to renewal.

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 years beyond the initial contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing and are subject to the same terms and conditions set forth in the initial Contract. 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>
ITN Advertised / Released	May 16, 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: June 12, 2018 @ 4:00pm	Submit to: Florida Department of Health Central Purchasing Office Attention: Sonja German-Jones/Erin Lucas Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: sonja.german@flhealth.gov Erin.lucas@flhealth.gov
Answers to Questions (Anticipated Date)	June 21, 2018	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Technical Replies Due	Must be received PRIOR to: July 17, 2018 @ 2:30pm	Submit to: Florida Department of Health Central Purchasing Office Attention: Sonja German-Jones/Erin Lucas Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Technical Replies Opened	July 17, 2018 @ 2:30pm	PUBLIC OPENING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Replies (Anticipated Date)	July 23, 2018	Evaluation Team Members to begin evaluations individually.
Respondent Negotiation Notification (Anticipated Date)	August 13, 2018	The Procurement Officer will notify the Respondents with whom the Department intends to negotiate with.
Beginning of Negotiations (Anticipated Date)	August 20, 2018	Negotiations are not public meetings; however they are recorded.
Posting of Intent to Award (Anticipated Date)	September 10, 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 Reply.

2.7 Identical Tie Replies

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

2.8 Certificate of Authority

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

2.9 Respondent Registration

Each Respondent doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Respondent must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

Respondents lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

2.10 Minority and Service Disabled Veteran Business Participation

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

2.11 Standard Contract

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

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

The Standard Contract terms and conditions are located at: http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/_documents/DOH-Standard-Contract.pdf.

2.12 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITN Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.13 Subcontractors

Respondent may enter into written subcontracts for performance of specific services (but not all Contract services) under the Contract resulting from this solicitation, as specified in the terms of the Standard Contract. Anticipated subcontract agreements known at the time of Reply submission and the amount of the subcontract must be identified in the Reply. If a subcontract has been identified at the time of Reply submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Respondent enters into with respect to performance under the Contract will in any way relieve the Respondent of any responsibility for performance of its contractual responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

2.14 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

2.15 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the Contract resulting from this solicitation must contain financial consequences that will apply if Provider fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and Contract amount.

2.16 Conflict of Law and Controlling Provisions

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

2.17 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Respondent must make the public records available for inspection or copying upon request of the Department’s custodian of public records at cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or otherwise, and must comply with Chapter 119 at all times as specified therein. It is expressly understood that the Respondent’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITN and entitles the Department to unilaterally cancel the Contract agreement.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN must be retained by the Respondent for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

SECTION 3.0: SUBJECT OF SOLICITATION

3.1 Background

The Department's, Office of Information Technology (OIT) has a unit called the Integration Broker (IB) Team that is responsible for data translation, routing, and transmission of health information transactions into and out of the Department's and systems, and maintains the tools and technology used to accomplish this. The data exchanged is to and from laboratories, hospitals, the CDC, and other trading partners inside and outside of the Department. The IB Team is responsible for ensuring the overall health and availability of the IB service processes used by the Department. The current IB Team consists primarily of staff augmentation, that is contracted staff. Primary tools for translation and routing are Mirth and Cloverleaf. IB service processes are listed in **Section 3.6**.

The Department is comprised of diverse program areas, with diverse subject matter. Its mission is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts. As such, the Department collects important health-related information from across the state, and shares data with other entities. To this end the Department supports electronic processes for data integration including translation, routing, and transmission of health-related information. This function is performed by the IB Team. Integration services have evolved over time and have been shaped by CDC involvement which includes added automation requirements and rules.

3.2 Questions Being Explored

The Department is exploring the efficiencies to be gained and the cost savings to be achieved through contracting with a single service provider to take over monitoring, maintenance, and support of the current IB service processes on a fixed price basis, and what modern technologies the Department should be considering and implementing.

3.3 Facts Demonstrating Need

Currently, staff augmentation is being used to support the IB service processes. Certain services are dependent on specific staff augmentation contractors, with not enough depth of backup. Integration service processes need better documentation. Modernized tools and techniques are needed. Finally, the Department could benefit from a unified service team approach.

3.4 Specific Goals

The goal is to turn over integration service operations for data translation, routing, and transmission, define service level expectations that are enforceable, reduce and stabilize the costs of the defined services, set clear expectations with Department divisions and bureaus of what is accomplished within the defined services and what is outside of current service definitions that will require additional costs, and create a roadmap for strategic and tactical improvements.

3.5 Service Requirements

Respondent will provide all monitoring, maintenance and support of the current IB service processes as identified in Section 1.1. Minimum services requirements are as follows:

3.5.1. Provide integration support and services for a fixed monthly fee as follow:

3.5.1.1. Monitor, maintain, and provide the Integration Broker services listed in **Section 3.6** and defined in **Attachment D** – Integration Broker Services.

Minimum requirements include:

3.5.1.1.1. Monitor all data movement, translation, routing, and transmission, ensuring the timeliness and success of processes.

3.5.1.1.2. Respond to failures or errors reported either by built-in electronic notification or by support tickets created by the Department, within defined and agreed upon service levels.

3.5.1.1.3. Adding new trading partners to existing service processes that requires setup, testing, collaboration with new trading partner, and only minor configuration/code modifications to meet the needs to the new trading partner.

3.5.1.1.4. Provide monthly statistics on the activity of all service processes beginning with the start of the new contract. .

3.5.1.1.5. Interact with business unit customers as necessary to discuss issues and needs, and participate in meetings as the subject matter expert on data translation and exchange.

3.5.1.1.6. Maintain and update documentation on all integration service processes.

3.5.1.1.7. Establish and execute a plan to keep core integration tools (Mirth and Cloverleaf) upgraded as necessary to within one version of the latest Generally Available version.

3.5.1.1.8. Interact and collaborate with the Department's Bureau of Infrastructure Support in the normal course of service support. See **Attachment B** – IB Infrastructure for a diagram of the infrastructure on which the current IB service process tools and code resides.

3.5.1.1.9. Provide analysis support for requirements validation, design, and testing of minor changes or modifications and on-boarding of new partners, within the scope of monthly support services.

3.5.1.2. Use quality service management practices, including:

3.5.1.2.1. Establish a Help Desk and provide both an email address and phone number to the Department for submitting issue tickets and change requests.

- 3.5.1.2.2. Establish service level expectations for responding to outages and issue tickets, and respond to and track change requests and system bugs.
 - 3.5.1.2.3. Deliver performance and statistics reports monthly on all services, as well as on help desk activities.
 - 3.5.1.2.4. Provide for at least one full-time employee to be on-site that will act as a Service Provider Manager to ensure matters are handled in a timely and quality manner, and as a Service Provider liaison for the Department and its program area management.
- 3.5.1.3.** Provide analysis and estimates for new services or requests that fall outside the scope of supporting the IB service processes described above. This includes:
- 3.5.1.3.1. Participate in meetings that contemplate significant enhancements or new integration services.
 - 3.5.1.3.2. Document high-level requirements and creating a high-level design for the new service or significant enhancement.
 - 3.5.1.3.3. Creating an estimate for the effort to build and implement the design, and identifying any potential impact on the on-going IB service support. Estimates should be number of hours at a blended hourly rate.
- 3.5.1.4.** Deliver an Annual Strategic and Tactical Recommendations Presentation. Based on an understanding of IB service processes in place and the tools being used, and on interaction and feedback from the Department, create an annual presentation with recommendations and a roadmap for modernization and improvements. The first of these will be four months from the start date of the contract, and then each September thereafter. The annual presentation will include at a minimum:
- 3.5.1.4.1. Tactical recommendations for improving effectiveness and efficiency, and reducing overall support costs.
 - 3.5.1.4.2. Strategic recommendations for modernizing tools, methods, and automation, and for creating greater business unit ownership and autonomy, and reducing long term support costs.
- 3.5.2.** Provide for building and implementing significant modifications to existing IB service processes, building and implementing new IB services, and implementing new tools, technology, and methods for data integration based on strategic recommendations, on an hourly rate basis. As described in Service Requirement 3.5.1.3 above, Respondent will create high level requirements, high level design, and an estimate for potential new services or significant enhancements as part of its monthly support. Based on Department approval, Respondent will provide

project management and system development life cycle (SDLC) services, including:

3.5.2.1. Project management – this must adhere to Florida Administrative Code Rule 74-1, Project Management and Oversight.

3.5.2.2. Detailed analysis and requirements documentation.

3.5.2.3. Detailed design documentation.

3.5.2.4. Coordination with external service providers and with the OIT Bureau of Infrastructure Support.

3.5.2.5. Development/configuration.

3.5.2.6. Testing in coordination with the Department and its trading partners.

3.5.2.7. Implementation of new or enhanced service.

3.5.2.8. Movement into the monthly IB service process support.

3.6 Integration Broker Services, as described in “Attachment D Integration Broker Services”, to be maintained and supported in accordance with **Section 3.5.1** above.

3.6.1. Electronic Lab Reportables (The Department requires the provider allocate one full-time employee to be located in the Department’s Division of Disease Control for this service to work closely with this Division on adding trading partners.

3.6.2. Syndromic Surveillance

3.6.3. Electronic Lab Orders-Results

3.6.4. Electronic Prescription Ordering

3.6.5. Lab Reporting to CDC

3.6.6. National Provider Database

3.6.7. Newborn Screening

3.6.8. EDI Billing

3.6.9. FileMover

3.6.10. Case Notification to CDC

3.7 **Legal Authority**

Chapter 381.0011 Florida Statutes

3.8 Experience and Qualifications

Respondent must demonstrate a minimum of five years of experience within the last five years, performing data integration for customers that required 24/7 data interchange, that exchanged data with more than 20 trading partners, traded over 100,000 records per month, and included translation of health-related information. This experience should include extensive use of X.12 EDI and HL7 standard format translation.

Respondent will assign staff with the following certifications:

- Cloverleaf Certification within the last 3 years.
- Mirth Certification within the last 3 years.

Respondent should demonstrate expertise and the number of years of prior experience in:

- Process automation
- IT Service Management
- File Encryption
- Unix-based scripting, including TCL, Perl, and Shell
- Advanced Extract, Transformation, and Load (ETL) Development
- SQL Server
- Project Management
- Business Relationship Management
- Vendor specialization/expertise
- HIPAA Compliance
- Security Standards/Protocols and Best Practices

3.9 Application, Data Security, and Confidentiality

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

SECTION 4.0: INSTRUCTIONS FOR REPLY SUBMITTAL

4.1 General Instructions to Respondents (PUR1001)

This section explains the general instructions of the solicitation process to respondents (PUR 1001), and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Reply:

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

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

4.2 General Contract Conditions (PUR1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that will apply to any contract resulting from this ITN, to the extent they are not otherwise modified. This document should not be returned with the Reply.

<http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.3 Contents of Technical Reply

Replies are asked to be organized in sections as directed below. Complete each section entirely or the Reply may be deemed non-responsive. Submit the following sections of the Reply in one, sealed package to the Procurement Officer. Failure to organize a reply in the suggested manner may result in the inability to locate provided information.

Organize each Reply as follows:

TAB 1

Signed Title Page of this ITN
Attachment A – Statement of Non-Collusion

TAB 2 - Respondent's Solution:

Summary of Understanding - Summarize your understanding of the Department's need for which this solicitation is being conducted, and the objectives the Department is trying to achieve.

IB Services Support - Describe your approach for supporting all the Integration Broker service processes as defined in "Attachment D – Integration Broker Services", and as required in **Section 3.5.1.1**. Include your approach for ramping up from the start of the contract to full support operations.

Service Management - Describe your approach, method, and processes for establishing and maintaining excellent service management as required in **Section 3.5.1.2**. Include turnaround times on outage and bug tickets, escalation processes, and the kinds of performance and statistics reports that will be provided.

Analysis Design Estimate - Describe your approach to participating in business unit meetings concerning potential new data integration services, providing

business and technical analysis, documenting high-level requirements, creating a high-level, recommended design, and providing estimates in hours to build and implement, as required in **Section 3.5.1.3**.

Annual Strategic and Tactical Recommendations - Describe your approach for annually presenting to the agency strategic and tactical recommendations for the coming year, as required in **Section 3.5.1.4**. Include a description of how you've maintained knowledge of current market best practices, and an understanding of latest tools and techniques used for data integration. Also, based only on our documentation of the current state of our integration services processes, tools, techniques, and infrastructure, describe where you might focus on improvements and modernization.

Build and Implement New Service - Describe your approach for carrying out a project to build and implement new integration services, or create significant enhancements to an existing integration service, from beginning to end, and techniques to stay on schedule and within budget, as required in **Section 3.5.2**. Include your familiarity with F.A.C. Rule 74-1 Project Management, and how you'll ensure agency compliance while executing all phases of the system development cycle.

Staffing Model – Describe your staffing approach for satisfying all service requirements in **Section 3.5.1**. Include work location model and training. Tie this in with integration service monitoring approach, business relationship management including the on-site Service Provider Manager, and the need for a full-time employee to be located in the Division of Disease Control to provide focus to the IB service process Electronic Lab Reportables. Include qualifications of staff that will be assigned to this contract.

TAB 3 Attachment E - Price Sheet - Respondents must submit the Price Sheet as specified in **Section 4.5**. The price sheet is an MS Word document and can be downloaded at www.floridahealth.gov/media/procurements/

TAB 4 Experience and Qualifications - Describe your experience and qualifications as expressed in **Section 3.8**. Also, describe other integration technologies for which you have expertise that may be brought to bear, and list all previous contracts for similar services in the last 5 years. Describe the nature of the work and the support services provided.

4.4 How to Submit Reply

Respondents are asked to submit the following copies:

4.4.1. Technical Reply

The Technical portion of the Reply includes the information specified in **Section 3.0** of this ITN. The Technical portion of the Reply will be submitted as follows:

4.4.1.1 One original version (hard copy) of the Technical portion of the Reply marked as “Original”, and three copies marked as “Copy”.

4.4.1.2 One copy of the entire Technical portion of the Reply in Adobe (.pdf) (this must not be a scanned document so that the contents are searchable), on a USB

thumb drive. Large files may be included on separate thumb drives but must be properly labeled (Tab 1, Tab 2, etc.).

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

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

4.4.2. Price Sheet(s)

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

4.4.2.1 One original version (hard copy) of **ATTACHMENT E** – Price Sheet marked as “Original”, and one copy marked as “Copy”.

4.4.2.2 One copy of **ATTACHMENT E** – Price Sheet for the Reply in Adobe (.pdf) (this must not be a scanned document so that the contents are searchable), and a copy of **ATTACHMENT E** – Price Sheet in MS Word on a USB thumb drive.

4.5 Reply Labeling

4.5.1. Technical Reply

The Technical Reply must be sealed and identified as follows:

DOH17-023
Invitation to Negotiate for
Data Integration Services
Due:
Respondent’s Name
TECHNICAL REPLY

4.5.2. Price Reply

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

DOH17-023
Invitation to Negotiate for
Data Integration Services
Due:
Respondent’s Name
PRICE REPLY

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

4.6 Instructions for Submittal

1. Respondents are required to complete, sign, and return the “Title Page” with the Reply submittal. Any alterations made to the Title Page will deem the Reply non-responsive **(Mandatory Requirement)**
2. Respondents must submit all Technical Reply in the formats specified in the **Section 4.4.**
3. Price Reply must be submitted separately from the technical reply as specified in **Section 4.5.2.**
4. Failure to submit technical and price replies separately will render the Reply non-responsive.
5. Replies may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline.
6. Replies submitted electronically will **not** be considered.
7. The Department is not responsible for improperly addressed or labelled replies.
8. It is the Respondent’s responsibility to ensure its Reply is submitted at the proper place and time indicated in the ITN Timeline.
9. The Department’s clocks will provide the official time for Reply receipt.
10. Materials submitted will become the property of the state of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in Respondent replies.

4.7 Documentation

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

4.7.1. Statement of Non-Collusion

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

4.8 Cost of Preparation

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

4.9 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Respondent considers any portion of its Reply to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other

authority, the Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, the Respondent will provide the Department with a separate redacted paper and electronic copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent will be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

4.10 Special Accommodations

Any person who requires special accommodations at DOH Purchasing because of a disability should call the DOH Purchasing Office at (850) 245-4199 at least five work days prior to any pre-Reply conference, reply opening, or meeting. If hearing or speech impaired, contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

4.11 Responsive and Responsible (Mandatory Requirements)

Respondents must complete and submit the following **mandatory** information or documentation as a part of its Reply. Any Reply which does not meet these requirements or contain this information will be deemed non-responsive.

- a. Replies must be received (**per Section 4.6**) by the time specified in the Timeline (**Section 2.5**).
- b. The Title Page of this ITN must be completed, signed, and returned with the Technical Reply.
- c. A Price Reply must be submitted, but price information must not be included in the Technical Reply, and must be in a separate sealed envelope

4.12 Late Replies (Mandatory Requirement)

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

4.13 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the

potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to Contract with an agency.”

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to Statement of Non-Collusion, **Attachment A**.

SECTION 5.0: REPLY EVALUATION PROCESS AND CRITERIA

5.1 Introduction

The Department will evaluate and score replies to establish a reference point from which to make negotiation decisions. The Department reserves the right to short list Respondents deemed to be in the competitive range to conduct negotiations prior to final determination of Contract award. The Department may choose to enter into concurrent negotiations with more than one Respondent.

The Department may accept or reject any and all replies, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Reply not submitted in the manner specified by this ITN.

Successful negotiations do not guarantee award of a Contract. Award of a Contract does not guarantee placement of order for services.

The Department reserves the right to award more than one contract as a result of this ITN.

5.2 Evaluation Criteria

The Department will evaluate replies against all evaluation criteria set forth in **Section 3.0** in order to establish a competitive range of replies reasonably susceptible of award. Only the Technical Reply will be scored. **The maximum points possible for the total Reply submission are 300.**

5.2.1. Scoring of Technical Replies

Technical Replies will be scored by the Evaluation Team in the areas indicated below. The raw scores in each evaluation area from each team member will be averaged together. These average scores will be added to determine each Respondent's Technical Reply score.

Evaluation Criteria	Maximum Points
Summary of Understanding	Not Scored
IB Services Support	70
Service Management	50
Analysis Design Estimate	30
Annual Strategic and Tactical Recommendations	30
Build and Implement New Service	40
Experience and Qualifications	40
Staffing Model	40
TOTAL MAXIMUM POINTS POSSIBLE (Technical Reply)	300

5.3 Contract Negotiations

The Department reserves the right to negotiate with as many respondents as it determines appropriate. The Department will schedule negotiations at its discretion. If the Department is unable to negotiate a satisfactory contract with any of the respondents, negotiations may be reinstated. Negotiations may continue until an agreement is reached or all replies are rejected. Negotiations do not guarantee award of a contract.

5.4 Notice of Agency Decision

At the conclusion of Reply evaluations and contract negotiations, the Department will announce its intended decision. Notice will be posted on the state's Vendor Bid System. The Department will award to the responsible, responsive Respondent determined to provide the best value, based upon the negotiations.

The Department reserves the right to award more than one contract as a result of this ITN.

5.5 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.6 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern Time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or by any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send replies to the Agency Clerk's Office. Send all replies to the Procurement Officer and address listed in the Timeline.

The Agency Clerk's mailing address is:

Agency Clerk, Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.

Tallahassee, Florida 32399
Fax No. (850) 413-8743

**ATTACHMENT A
STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Provider, Respondent, or Vendor to the provisions of this Bid, proposal or reply.

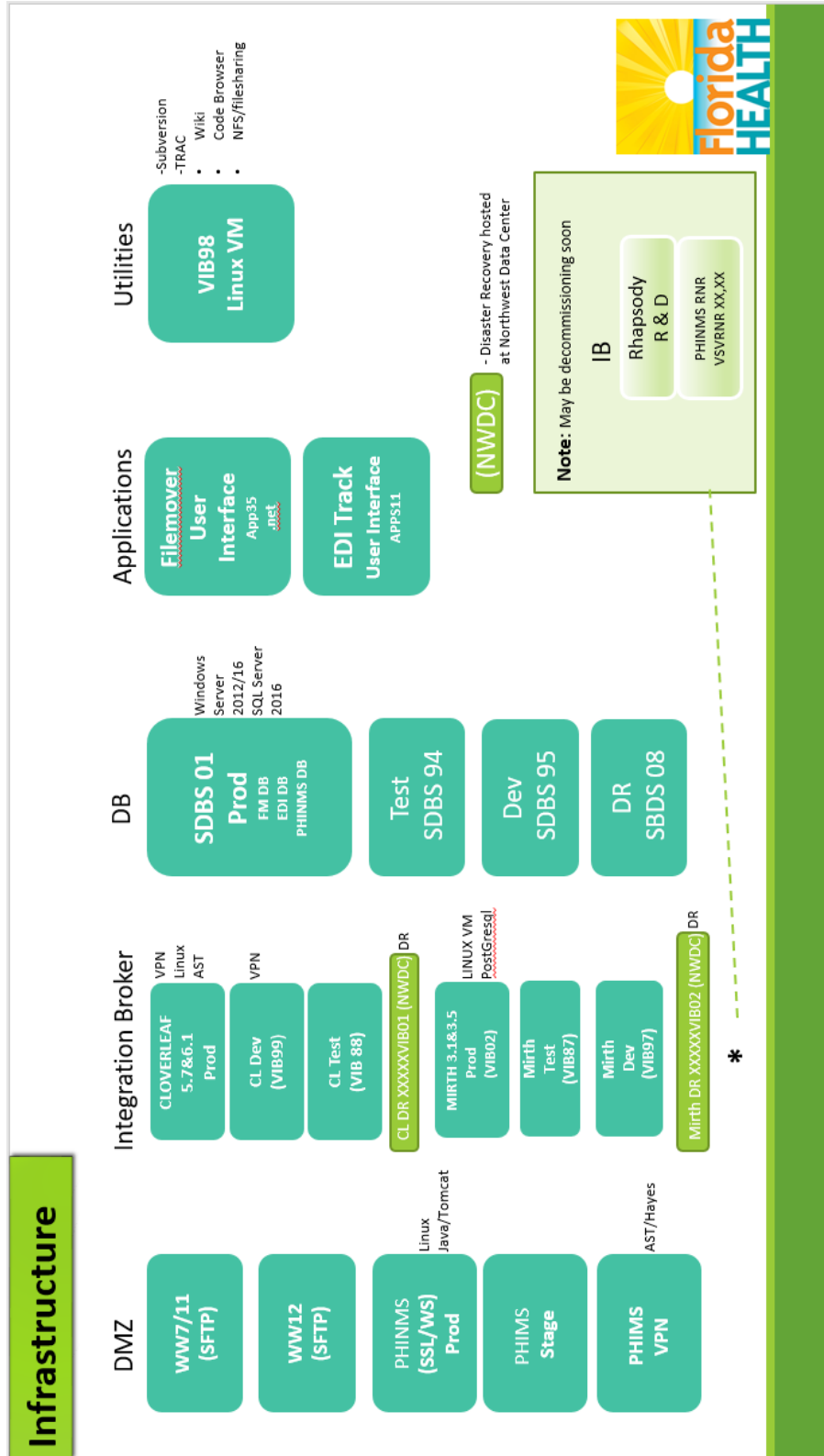
Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner

ATTACHMENT B IB Infrastructure

The following diagram depicts the infrastructure, maintained by the Office of Information Technology – Bureau of Infrastructure Support, on which the IB service processes reside.



Attachment C 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

Attachment C
Application Data Security and Confidentiality

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 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,

Attachment C
Application Data Security and Confidentiality

- 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.
 - 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.

Attachment C
Application Data Security and Confidentiality

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.
- 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.