



FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSALPage 1 of 35 pages

AGENCY MAILING DATE:

September 16, 2010

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Department of Corrections
Bureau of Procurement and Supply
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Tallahassee, Florida 32399-2500
Telephone Number: (850) 410-2814

SOLICITATION TITLE:

Utilization Management Software System

SOLICITATION NO:

10-DC-8217PROPOSALS WILL BE OPENED: October 6, 2010 at 2:00 p.m.and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:

PROPOSER MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

SECONDARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

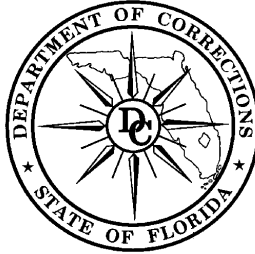
FAX NUMBER:

EMAIL ADDRESS:

"The State of Florida's general contract conditions, Form PUR 1000 (current version), and the General Instructions to Proposers, Form PUR 1001 (current version), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supercede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



REQUEST FOR PROPOSAL (RFP)

FOR

UTILIZATION MANAGEMENT SOFTWARE SYSTEM

RFP #10-DC-8217

**DMS CLASS & GROUP
252-030, 252-035**

**RELEASED ON
September 16, 2010**

**BY THE
DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
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SECTION 1 - DEFINITIONS

The following terms used in this Request for Proposal ("RFP"), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Balance Of Line:** Balance of line refers to additional items that may be needed by the department. Awards are not based on pricing submitted for balance of line items, but proposers must submit pricing for all balance of line items in order for their proposal to be considered responsive. When balance of line items are listed in a solicitation, the department will clearly indicate what items will be considered in the basis for award.
- 1.2 **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.
- 1.3 **Contractor:** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this RFP.
- 1.4 **Department or Owner:** The Florida Department of Corrections referred to in this RFP document.
- 1.5 **Desirable Conditions:** The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.6 **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.7 **Mandatory Responsive Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the proposer to be responsive to this RFP. These responsive requirements are mandatory. Failure to meet these responsive requirements will cause rejection of a response. Any response rejected for failure to meet mandatory responsive requirements will not be further evaluated.
- 1.8 **Material Deviations:** The Department has established certain requirements with respect to submittals to be submitted by proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, has a potentially significant effect on the quantity or quality of items submitted, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a submittal.
- 1.9 **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price of the submittal or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.
- 1.10 **P-Card:** Refers to the State of Florida's purchasing card program, using the Visa platform.
- 1.11 **Purchase Order:** The contract document issued by the Department to the Contractor to procure goods and services.
- 1.12 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this RFP.

- 1.13 **Responsible Vendor**: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.14 **Responsive Submittal**: A submittal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.15 **Sign**: Any objective evidence of disease or dysfunction. An observable physical phenomenon so frequently associated with a given condition as to be considered indicative of its presence. (Example: Gross blood in the stool is a sign of disease. It can be recognized by the patient, doctor, nurse or others).
- 1.16 **Vendor, Offeror and Proposer**: A legally qualified corporation, partnership or other entity submitting responses to the Department pursuant to this RFP.
- 1.17 **White Paper**: A authoritative report or guide that often addresses issues and how to solve them. White papers are used to educate readers and help people make decisions. They are often used in politics, business and technical fields. In commercial use, the term has also come to refer to documents used by businesses as a marketing or sales tool.
- 1.18 **Winning or Successful Proposer**: The business or entity receiving the highest total point score.

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SECTION 2 – INTRODUCTION

2.1 Background and Statement of Purpose

Utilization Management Software System Overview

The Department of Corrections (“the Department”), Office of Health Services, is seeking a commercial off-the-shelf (“COTS”) Utilization Management Software System (‘UMSS’) for access by Department staff assigned to the Utilization Management Section and for providers statewide. The software must support medical decisions for inmate healthcare and integrate with similar systems in use by the Department’s contractors who provide secure medical units at Memorial Hospital Jacksonville and Kendal Regional Hospital; both use McKesson’s InterQual software program. The system must be web accessible and should be cost-effective, minimizing licensing requirements.

The system must include the materials and criteria to support healthcare organizations in promoting clinical quality and cost-effective allocation of medical resources by helping identify when care-related interventions are appropriate. The product must contain summaries as a collection of concise, current white papers that synthesize medical research on complex and controversial diagnoses to support second-level medical review recommendations and promote evidence-based standards of care. The system must integrate with our existing health system utilization management (“HSUM”) application. HSUM is a Web-based application with a SQL server backend.

2.2 Contract Document/Purchase Order

A Purchase Order will be issued in lieu of a formal, two party, signed Contract.

When a Purchase Order is issued by the Department to the Contractor for specific services, this RFP and the proposer’s submittal shall be incorporated into and thereby become a part of that Purchase Order. If there is a conflict in language, the Department’s Purchase Order will govern.

2.3 Term of Contract

The license and maintenance shall be in effect upon acceptance of delivery. Annual payment for maintenance may be made in advance. The initial period for maintenance will be five (5) years.

Based on the unique operational needs of the correctional system and on available funding, in any Purchase Order resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally contemplated by this RFP. Therefore, the Contractor should be prepared, in advance, to make any necessary changes as required.

2.4 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor’s use of the contract is cost effective and in the best interest of the State.

SECTION 3 SPECIFICATIONS

3.1 Requirements

At a minimum, the software shall provide features and functions to support utilization management processes to enhance the support of medical decision-making and to improve inmate healthcare in a cost effective manner for approximately 102,000 inmates (current as of 08/01/2010). The software package must:

- 3.1.1 Be browser-based with an interactive user interface that allows data entry and results retrieval.
- 3.1.2 Be able to access patient management tools integrated with the software or accessible to it from third parties.
- 3.1.3 Have clinical decision support functions that include, but are not limited to:
 - 3.1.3.1 Displays recommended treatment modalities based on signs, symptoms and/or diagnosis.
 - 3.1.3.2 Provides a mechanism that supports preauthorization and secondary review processes.
 - 3.1.3.3 Application of inpatient admission criteria to provide support for determining the appropriateness of admission, continued stay and discharge for patients receiving acute care, including admissions for procedures in the inpatient setting. Inpatient admission criteria include but are not limited to: signs, symptoms, medical history and severity of illness on presentation.
 - 3.1.3.4 Application of surgical & invasive procedure criteria to screen for appropriate clinical management steps prior to performing a procedure, identify urgent procedures and recommends whether surgery or an invasive procedure can be performed as inpatient or outpatient depending on the patient. Criteria include but are not limited to: signs, symptoms, medical history and severity of illness on presentation.
 - 3.1.3.5 Application of referral criteria to identify clinical circumstances where specialty care is appropriate and under what circumstances care should remain in the hands of a generalist by providing objective benchmarks for the clinically appropriate sequencing of interventions. Criteria include but are not limited to: specific recommendations related to diagnosis, limited management and case management situations for specialist intervention.
 - 3.1.3.6 Application of acute care criteria which requires utilization management tools which are symptom-focused and include clinical variables, including but not limited to signs, symptoms and diagnosis in a rule-based structure which enables reviewers to consider patient's severity of illness, co-morbidities and potential complications. Acute care criteria support the identification of the appropriateness of care-related interventions, continued stay and discharge for patients receiving acute care including procedures in an inpatient setting.
 - 3.1.3.7 Application of procedures and care planning criteria which support identification of the appropriateness of care-related interventions by covering more than 300 common procedures to assist with screening for appropriate clinical management steps prior to performing a procedure.
 - 3.1.3.8 Application of specialty referral criteria which support identification of the appropriateness of care-related interventions by helping to identify clinical circumstances where specialty care is appropriate and under what circumstances care should remain in the hands of a generalist by providing objective benchmarks for the clinically appropriate sequencing of interventions. The criteria provide specific recommendations related to diagnosis, limited management and case management situations for specialist intervention.

- 3.1.3.9 Identification of urgent procedures and recommendation of whether appropriate treatment may include medical treatment, surgery, or other invasive procedures which can be performed as an inpatient or outpatient depending on the patient's presentation.
- 3.1.3.10 Support the automation of the inmate care review process utilizing the results obtained from the utilization management system. This will include but not be limited to the use of nested decision trees for review of signs and symptoms and proposed interventions.
- 3.1.3.11 Provide extensive medical reference materials to support discussions by Health Services staff and consultants regarding patient management/safety warnings and indications for treatment alternatives.
- 3.1.3.12 Incorporate Department policies, including but not limited to Health Services Bulletins, in conjunction with the utilization guidelines.
- 3.1.3.13 Provide reports as designed collaboratively between the vendor and the Department.
- 3.1.3.14 Satisfy HIPAA-compliance requirements as specified in Departmental policy.

3.1.4 Technical Requirements

The goal of the Office of Health Services, supported by the Office of Information Technology, is to purchase and implement a care management application. The purchase will include product updates/upgrades, training, maintenance and support. The software will be used at multiple locations throughout the State. The software is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare. The system will include standard reports, criteria guidelines and related materials.

The software offered will be installed by the Department personnel on a Department owned server(s) and must be able to accommodate all requirements listed below in the technical section.

- 3.1.4.1 The proposed software meeting these requirements is intended to satisfy the core needs of approximately 60 active users and seventy-five (75) sites by passive users.
- 3.1.4.2 The proposed software must meet the following minimum requirements:
 - a. Platform –
 - 1. Browser IE6, IE7, IE8
 - 2. Useable at 800x600 resolution
 - 3. Runs on a 64-bit platform Windows 2003 server & above
 - 4. Application to be housed on server in Data Center
 - 5. Application runs on Microsoft SQL 2008 or 2005 environment and above
 - 6. Application capable of running in a 64-bit environment
 - b. Network –
 - 1. Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
 - 2. Must integrate with HSUM supporting single sign-on User ID
 - 3. Must support HL7 compatibility as well as other data standards
- 3.1.4.3 The proposed software will be Intranet web-based.
 - a. Users will need Internet Explorer to access the application
 - b. Users will be able to work from any regular Department PC with MS XP Pro, 512 MB RAM & 1GHz CPU
 - c. Users will not be required to have a client module on their PC
- 3.1.4.4 The Department will require the ability to import and export data from the application. At a minimum, the proposed software must provide at least four industry standard export formats.
 - a. Ability to import and export data to/from the application
 - b. Must integrate with HSUM and pass data between both products
 - c. Must permit the user to do interactive assessments of procedures and clinical reviews

d. Will align with existing workflow and assist with decision making, productivity and consistency

3.1.4.5 Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID.

3.1.4.6 Updates (including white papers), patches and fixes must be sent to the Department for up-load and install. The software will be housed on our servers under the control of the Department.

3.1.5 Functional Requirements

Software offered must have the ability to:

3.1.5.1 Be compliant with the Health Insurance Portability and Accountability Act (HIPAA). Any service, software, or process to be acquired by the Department that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the vendor must be approved by the Department prior to acquisition. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.

3.1.5.2 Communicate with encryption.

3.1.5.3 Be "searchable" by use of predefined search keys. The predefined search keys, including the number and any assigned specifics, shall be determined by OHS in collaboration with the vendor, but shall include, at a minimum, the type of diagnosis, objective signs, treatment and subjective symptoms, etc.

3.1.5.4 "Restrict" the approval and/or ordering of procedures recommended by the system functions to Utilization Management staff available at specific sites.

3.1.5.5 Users will have the ability to run, as needed, standardized reports that were designed in collaboration between OHS and the vendor. For example, reports may include but are not limited to, a report on average length of stay that could then be sorted by diagnosis and healthcare provider to look for over-users of resources, or incidence or prevalence of diagnoses, by location, to look for conditions that may reoccur as a result of local conditions.

3.1.5.6 Be able to create ad hoc or new standardized reports based on individual criteria or groups of criteria to be determined in collaboration between OHS and the vendor, including but not limited to age, race, sex, diagnosis, severity of illness, potential treatments, estimated average length of stay, and predicted and/or actual outcomes, for an individual or groups of patients.

3.1.5.7 Administrative users will be able to run management reports, to be determined in collaboration between OHS and the vendor. For example, reports may include but are not limited to, average length of stay and costs by diagnoses, total costs and average length of stay by time period, costs and average length of stay by provider.

3.1.5.8 Use flexible reporting criteria to help ensure compliance with HIPAA privacy regulations and other quality initiatives.

3.1.5.9 Reports should have download capability to various industry standard electronic file formats, including but not limited to csv, Excel, Access, or HL7, etc.

3.1.6 Vendor Responsibilities

When the submittals are being prepared, vendors will need to include pricing that contains every individual piece of software; support and maintenance costs for all software and training service(s) that make up the entire system.

- 3.1.6.1 The Contractor's software or product shall operate to the Department's satisfaction on its current personal computer platform, if applicable, which currently is configured with 1Gb of RAM, a 1Ghz processor, a 100Mb NIC and Windows XP, SP3.
- 3.1.6.2 Any service, software, or process to be acquired by the Department that includes a userID and password component must ensure said component includes at a minimum, capabilities for password expiration and confidentiality, logging of all userID activities, lockout on failed password entry, provisions for different levels of access by its userIDs, and intended disablement of userIDs.
- 3.1.6.3 The vendor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.
- 3.1.6.4 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of, or in participation with, this software.
- 3.1.6.5 No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.
- 3.1.6.6 The vendor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.
- 3.1.6.7 The vendor must provide certification of its destruction of all Departmental data in its possession in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the vendor's custody of the data no longer exists.
- 3.1.6.8 The Department reserves the right to decide whether installation of the vendor's product is done by the Department or if the vendor shall install the product, whichever is in the best interest of the State.
- 3.1.6.9 Software maintenance consists of versions, upgrades, patches, fixes and telephone support.
- 3.1.6.10 Other Features
- a. Use nested decision trees to speed review of symptom evaluations and proposed interventions;
 - b. Incorporate Department-specific policies, including but not limited to OHS' Health Services Bulletins, alongside the criteria incorporated in the utilization management system procured herein for a unified, comprehensive set of diagnostic and treatment guidelines;
 - c. Identify opportunities to improve performance, and monitor progress toward goals;
 - d. Streamline preauthorization and secondary review processes;
 - e. Provide usage at multiple locations by multiple users;
 - f. Communicate using encryption tools;
 - g. Facilitate accreditation and quality assurance reporting processes;
 - h. Provide credible well-designed studies that establish or refute the effectiveness of interventions;
 - i. Include standardized quality measures from accredited or accepted academies or organizations;
 - j. Provide effective evidence-based educational aides for care managers;
 - k. Assist with ensuring the appropriateness of care and increased confidence in clinical decision-making.

3.1.7 Training

The cost of all initial training will be included within the vendor's response.

- 3.1.7.1 The training for Information Technology Staff for the technical oversight of the software must be on-site at 2601 Blair Stone Road, Tallahassee, Florida 32399.
- 3.1.7.2 Technical documentation, including but not limited to, health care, information technology, to assist the Department's Information Technology staff to install and to keep this web-based product functioning properly. Documents must be provided during the on-site training and in an electronic format. A minimum of five (5) sets and up to a maximum of twenty-five (25) sets of printed documents and an electronic copy are required.
- 3.1.7.3 Training must be provided for up to twenty-five (25) primary end users. User training may be interactive web-based, web conference, and/or on-site at 7765 So County Road 231, Lake Butler, Florida 32054. Each training participant will receive training materials. Also, up to 25 additional copies of the training materials will be provided to the Department. Upon completion of the training, the vendor will provide training materials in an electronic format.
- 3.1.7.4 Training manuals and other electronic documentation for the end user of the application must be supplied for primary utilization management staff. Electronic copies must be made available for downloading to Departmental servers, if requested.
- 3.1.7.5 During the term of the Purchase Order, all manuals and documentation must be kept up-to-date by the vendor and supplied to the Department.
- 3.1.7.6 The vendor shall provide pricing as a separate line item for training for up to twenty-five trainees per class given once per year.

3.2 Administrative Functions

All administrative functions (e.g., office space, office supplies, telephones, supplies, and typing) shall be provided by the Contractor.

3.3 Response Time

The Contractor shall begin providing services within 30 days after receipt of order. Additionally, the Contractor shall ensure all licensees have the most current criteria and the criteria are updated on a yearly basis. All software licensed, future version(s) and enhancements of the software released during the initial term will be supported. Technical and end-user telephone support shall be available at a minimum between the hours of 8:00am to 8:00 pm Eastern Time, Monday through Friday excluding State holidays.

3.4 Contract Modifications

During the term of the Purchase Order, the Department may require changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Purchase Order. The parties agree to renegotiate this Contract to comply with any applicable current or revised state laws, regulations, or increases/decreases in allocations making any changes in the Contract necessary. Modifications to provisions of this Contract shall only be valid through execution of a formal amendment via Change Order to the Purchase Order. There are no obligations to agree by either party.

3.5 Contractor Requirements

3.5.1 Security Guidelines

In performing work under the resultant Purchase Order, the Contractor and his employees, agents or subcontractors shall adhere to the following institutional security guidelines:

- 3.5.1.1 No firearms shall be brought onto the institution's grounds. To do so constitutes a felony. (Weapons shall not be left in vehicles).
- 3.5.1.2 No alcohol or controlled substances are allowed on Department property. Lunch boxes, tool boxes and other containers will be inspected at the gate.
- 3.5.1.3 Formal identification (employee's photo, identification badge or driver's license) shall be carried at all times. Proper identification will be required to be admitted into the institution's grounds.
- 3.5.1.4 The Contractor's employees, agents and subcontractors shall not traffic with inmates. Absolutely no transactions are to occur between construction personnel and inmates. This includes a prohibition against giving or receiving cigarettes, stamps or letters. Any person violating this guideline may be immediately removed from further work under the Purchase Order.
- 3.5.1.5 There shall be no communication with inmates, verbal or otherwise, without the authorization of the institution.
- 3.5.1.6 Construction vehicles shall only be parked in areas designated by the Institution's Warden or Colonel. The Contractor shall contact the Warden or Colonel to confirm parking locations.
- 3.5.1.7 All vehicles shall be locked and keys may not be left in ignition locks of motor vehicles. Wheel locking devices may be required (the Contractor shall contact the Warden or Colonel for determination).
- 3.5.1.8 All keys shall be kept in pockets on the person of anyone performing services under the Purchase Order. Keys may not be left in the pockets of clothing not being worn.

3.6 Criminal Records Check

The Contractor's staff assigned to this project shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This records check will be conducted by the Department and may occur or re-occur at any time during the Purchase Order period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Purchase Order resulting from this RFP. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide the following data for any individual of the Contractor or subcontractor's staff assigned to the Purchase Order: full name, race, sex, date of birth, social security number, driver's license number and state of issue.

3.7 Damaged Goods

The Contractor shall be responsible for filing, processing, and collecting all damage claims. However, to assist him/her in the expeditious handling of damage claims, the Department will:

- 3.7.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- 3.7.2 Report damage (visible and concealed) to the carrier and Purchase Order supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
- 3.7.3 Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the Purchase Order Vendor.
- 3.7.4 Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.8 Delivery Specifications

Delivery will be as indicated by the proposer on the Cost Information Sheet(s), or as otherwise noted in this RFP.

Additional or altered terms presented in an acknowledgment or invoice will constitute a counter-offer, conditional upon express consent of the altered terms by the Department, and these terms shall be without legal effect if not expressly assented to. Acceptance of shipment will not be deemed to constitute acceptance of additional or altered Purchase Order terms.

3.9 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this RFP are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitute(s)" or other similar language is indicated on the Cost Information Sheet. If a vendor is submitting a proposal for an alternate item, technical documentation/brochures must be provided to the Department for evaluation purposes. An alternate product sample may be required by the Department for review prior to acceptance.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Vonnie Allen, Purchasing Analyst
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-2814
E-mail: allen.vonnie@mail.dc.state.fl.us

Pursuant to Section 287.057(24), Florida Statutes, proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of agency decision, 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 or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-410-2814 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local in Tallahassee, Florida (Eastern Time).

	DATE	TIME	ACTION
4.2.1	09/16/2010		Release of RFP to Public, posted on VBS.
4.2.2	09/24/2010	5:00 p.m.	Last Day for Written Inquiries.
4.2.3	09/29/2010		Anticipated date that Answers to Written Inquiries will be posted on the Vendor Bid System (VBS).
4.2.4	10/06/2010	2:00 p.m.	Proposals Due/Project Proposal Opening
4.2.5	10/12/2010		Anticipated Date(s) of On-line Demonstration
4.2.6	10/14/2010	2:00 p.m.	Anticipated Date of Price Proposal Opening.
4.2.7	10/19/2010		Anticipated Posting of Agency Decision
4.2.8	11/01/2010		Anticipated Purchase Order Start Date

4.3 Procurement Rules

4.3.1 Mandatory Vendor Registration

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketplace (MFMP) through which all purchase orders are issued and distributed via e-mail or facsimile (fax) machine. The method of automatic distribution is selected by the vendor during the registration process. Therefore, before doing business with any state agency, vendors must register in this system on-line at: <http://dms.myflorida.com/mfmp>. Vendors needing assistance with the registration process may call 1-866-352-3776. For information regarding the fees for this service, please refer to Section 7.2.2.

4.3.2 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposer follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsive Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida 32399, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

4.3.3 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The name of all proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.4 Costs of Preparing Proposals

The Department is not liable for any costs incurred by a proposer in preparing the proposal to this RFP.

4.3.5 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right. Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.6 Right to Withdraw Request For Proposal

The Department reserves the right to withdraw this RFP at any time and by doing so assumes no liability to any proposer.

4.3.7 Mandatory Responsive Requirements/Fatal Criteria

The Department shall reject any and all proposals that do not meet mandatory responsive requirements as defined below:

Mandatory Responsive Requirements are those terms, conditions or requirements that shall be met by the proposer to be responsive to this RFP. These responsive requirements are mandatory. Failure to meet these responsive requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsive requirements will not be further evaluated.

4.3.8 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.3.9 Site Visits and Proposers' Conference

There will not be a Proposers' Conference scheduled under this RFP. See Section 4.3.9 for opportunities for inquiries.

4.3.10 Inquiries

4.3.10.1 Any questions from proposers concerning this RFP shall be submitted in writing, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). E-mail inquiries are preferred. However, it is the responsibility of the proposer to confirm receipt of e-mailed or mailed inquiries.

4.3.10.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, proposers may request, in writing, to the Department that the requirements be changed. The proposer who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written questions in the Calendar of Events (Section 4.2). A proposer's failure to request changes by the date described above shall be considered to constitute proposer's acceptance of Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all proposers shall be given the opportunity of proposing to the same requirements.

4.3.10.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the 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.

4.3.10.4. A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the contract amount submitted by the protester per Florida Statute 287.042.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted proposal number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.5.2, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

Any discussion by a proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said proposer's submittal.

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP, shall be considered a duly authorized expression on behalf of the Department. Only communications from the proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

The proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the proposer. No officer, agent, or employee of the

Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

4.3.15 State Business Entity Registration Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the State of Florida's Department of State.

4.3.16 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a Purchase Order with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.17 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Purchase Order or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.18 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.3.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the proposer must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the proposer in answer to a public records request for these records.

4.3.20 Disclosure of Proposal Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the proposer or its agents. All replies shall become the property of the Department and shall not be returned to the proposer. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a proposal shall not affect this right.

4.4 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a Contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com.

- 4.4.1 Any proposer who desires to protest the Notice of Agency Decision must file the following documents with the Agency Clerk in the Department's Office of General Counsel and provide copies to the Procurement Manager listed in Section 4.1 of this RFP.
- 4.4.2 A written notice of intent to protest within seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period) after posting of the Notice of Agency Decision.
- 4.4.3 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
- 4.4.4 A protest bond (see Section 4.4.4) within ten (10) calendar days after the date on which the notice of protest is filed.
- 4.4.5 Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the 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.
- 4.4.6 A formal written protest must be accompanied by a bond payable to the Department in accordance with Florida Statute 287.042.

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SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

The proposer shall supply one (1) original signed hard (paper) copy of the entire Project Proposal and five (5) PDF copies of ONLY Tab 4 on a finalized CD data disk – Technical Proposal/Service Delivery Narrative of the Project Proposal and (1) signed original of their Price Proposal, all clearly marked “RFP #10-DC-8217 – Price Proposal for Utilization Management Software System.” The Price Proposal must be completed utilizing the Price Information Sheet form, which is provided at the end of this RFP document. The Price Information Sheet must be filled out completely and in accordance with instructions set forth in Section 5.7 of this RFP.

The Project Proposal and Price Proposal may be submitted within the same box or container as long as they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal media may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

This section prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposal. Additional information deemed appropriate by the proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). All pages shall be sequentially numbered. It is recognized that existing documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsive Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 – Mandatory Responsive Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the proposer to be considered responsive to this RFP. Failure to meet these responsive requirements will cause rejection of a proposal. Note: Copies of rejected proposals will be retained in the RFP file.

It is mandatory that the Project Proposal and the Price Proposal are received by the Department by the date and time specified in Section 4.2, Calendar of Events. No cost information may be reflected in the Project Proposal.

Additionally, the proposer shall complete, sign and return, under Tab 1, the Florida Department of Corrections, RFP cover sheet, which is the front cover of this RFP document.

Vendor may NOT alter terms and conditions of this RFP.

5.2 Tab 2 – Attachment 1 and Synopsis

The proposal shall include a brief synopsis of the proposer’s method of delivering the required software and services in compliance with the minimum requirements contained herein. The synopsis and Attachment 1 shall be inserted under **Tab 2** of the Proposal. The synopsis and/or additional documents shall also contain information addressing each of the following requirements:

- 5.2.1 Information indicating that the proposer is a corporation or other legal entity, if applicable.
- 5.2.2 Information indicating whether the proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Procurement Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.12.
- 5.2.3 A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department’s Purchase Order should the

- proposer be awarded a Purchase Order resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- 5.2.4 Proof that the proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Department of State's Office) <http://www.sunbiz.org/search.html>. In addition, the proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- 5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 5.2.6 A statement affirmatively certifying that the proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

5.3 Tab 3 – Business/Corporate Experience and Qualifications

The purpose of this section is to provide the Department with a basis for determining the proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under **Tab 3**.

5.3.1 Business/Corporate Background

The background information of the submitting proposer, which, at a minimum, shall include:

1. date established;
2. ownership (public company, partnership, subsidiary, etc.);
3. primary type of business and number of years conducting primary business;

5.3.2 Narrative/Record of Past Experience

A mandatory responsive requirement shall be the proposer has at least two (2) years of business/corporate experience within the last five (5) years providing Utilization Management Software Systems. Details of the proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance.

The Department reserves the right to use all information provided in determining proposer qualifications and ability to be responsible, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4– Technical Proposal/Service Delivery Narrative

This section shall include a detailed discussion of the proposer's approach to providing the software and services as specified in this RFP. The proposer shall explicitly address all Department requirements specified below and in Section 3, and insert it under **Tab 4** of the Project Proposal. Total number of pages for this Tab cannot exceed 30 pages.

Specifically this section shall address each of the following:

- 5.4.1 A proposed timeline for the implementation of operations. Maximum Point Value – 10 Points
- 5.4.2 A detailed description of how the proposer will orient/train staff and provide materials, both hard copy printed and electronic. Maximum Point Value – 10 Points
- 5.4.3 A detailed description of how the proposer's solution will be "searchable" by search keys. (The number of keys to be determined by OHS and the specification to be determined by OHS in collaboration with the vendor, including, but not limited to, type of diagnosis, signs and symptoms, etc.) Maximum Point Value – 10 Points
- 5.4.4 A detailed description of how the proposer's solution will "Restrict" the approval and/or ordering of procedures recommended by the system functions to Utilization Management staff available at specific sites. Maximum Point Value – 15 Points
- 5.4.5 A detailed description of how the proposer's solution will display recommended treatment modalities based on signs, symptoms and/or diagnosis. Maximum Point Value – 10 Points
- 5.4.6 A detailed description of how the proposer's solution will provide a mechanism that supports preauthorization and secondary review processes. Maximum Point Value – 15 Points
- 5.4.7 A detailed description of how the proposer's solution will support the application of inpatient admission criteria to provide support for determining the appropriateness of admission, continued stay and discharge for patients receiving acute care, including admissions for procedures in the inpatient setting. Inpatient admission criteria include but are not limited to: signs, symptoms, medical history and severity of illness on presentation. Maximum Point Value – 20 Points
- 5.4.8 A detailed description of how the proposer's solution will support the application of surgical & invasive procedure criteria to screen for appropriate clinical management steps prior to performing a procedure, identify urgent procedures and recommends whether surgery or an invasive procedure can be performed as inpatient or outpatient depending on the patient. Criteria include but are not limited to: signs, symptoms, medical history and severity of illness on presentation. Maximum Point Value – 20 Points
- 5.4.9 A detailed description of how the proposer's solution will support the application of referral criteria to identify clinical circumstances where specialty care is appropriate and under what circumstances care should remain in the hands of a generalist by providing objective benchmarks for the clinically appropriate sequencing of interventions. Criteria include but are not limited to: specific recommendations related to diagnosis, limited management and case management situations for specialist intervention. Maximum Point Value – 20 Points
- 5.4.10 A detailed description of how the proposer's solution will support the application of acute care criteria which requires utilization management tools which are symptom-focused and include clinical variables, including but not limited to signs, symptoms and diagnosis in a rule-based structure which enables reviewers to consider patient's severity of illness, co-morbidities and potential complications. Acute care criteria support the identification of the appropriateness of care-related interventions, continued stay and discharge for patients receiving acute care including procedures in an inpatient setting. Maximum Point Value – 20 Points
- 5.4.11 A detailed description of how the proposer's solution will support the application of procedures and care planning criteria which support identification of the appropriateness of care-related interventions by covering more than 300 common procedures to assist with screening for appropriate clinical management steps prior to performing a procedure. Maximum Point Value – 20 Points
- 5.4.12 A detailed description of how the proposer's solution will support the application of specialty referral criteria which support identification of the appropriateness of care-related interventions by helping to identify clinical circumstances where specialty care is appropriate and under what circumstances care should remain in the hands of a generalist by providing objective benchmarks for the clinically appropriate sequencing of interventions. The criteria provide specific recommendations related to diagnosis, limited management and case management situations for specialist intervention. Maximum Point Value – 20 Points
- 5.4.13 A detailed description of how the proposer's solution identifies urgent procedures and recommendation of whether appropriate treatment may include medical treatment, surgery, or

other invasive procedures which can be performed as an inpatient or outpatient depending on the patient's presentation. Maximum Point Value – 20 Points

- 5.4.14 A detailed description of how the proposer's solution will support the automation of the inmate care review process utilizing the results obtained from the utilization management system. This will include but not be limited to the use of nested decision trees for review of signs and symptoms and proposed interventions. Maximum Point Value – 20 Points
- 5.4.15 A detailed description of how the proposer's solutions will provide extensive medical reference materials to support discussions by Health Services staff and consultants of patient management/safety warnings and indications for treatment alternatives. Maximum Point Value – 15 Points
- 5.4.16 A detailed description of how the proposer plans to incorporate Department policies, including but not limited to Health Services Bulletins, in conjunction with the utilization guidelines. Maximum Point Value – 15 Points
- 5.4.17 A detailed description of how the proposer plans to provide and allow users to run reports as designed collaboratively between the vendor and the Department. Maximum Point Value – 15 Points
- 5.4.18 A detailed description of how the proposer plans to provide the ability to download capability to various industry standard electronic file formats, including but not limited to csv, Excel, Access, or HL7, etc. Maximum Point Value – 15 Points
- 5.4.19 A detailed description of how the proposer's solution will satisfy HIPAA-compliance requirements as specified in Departmental policy. Maximum Point Value – 10 Points

Tab 5 – Additional Forms

5.5.1 License Agreement

The Vendor may submit a copy of their standard license agreement under Tab 5 if the Vendor plans to have their license agreement be part of the final agreement. The Department will review and notify the vendor, with the highest overall points, of any areas that the Department cannot accept. Correction to those terms and conditions must be completed prior to the posting of the Intent to Award. This final approved document will be attached to the Purchase Order but will not be signed. If the Vendor will not agree to the changes, the submittal will be considered non-responsive and the Vendor with the next highest overall points will be considered.

5.5.2 Addendum Acknowledgment Form

If an addendum to this bid is issued, the Bidder shall complete and insert the Addendum Acknowledgment Form(s).

1. The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid system at www.myflorida.com under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBX)" and "Search Advertisements"). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.
2. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated and returned with the RFP in Tab 5.

5.6 Demonstration of Product

Each vendor that meets mandatory requirements will be given an opportunity to demonstrate their product to the evaluation committee. This demonstration shall be done remotely via teleconferencing/live interactive webinar. Each vendor will be given a maximum of **two (2) hours** to demonstrate that their product. There will be no on-site demonstration. Maximum Point Value – 100 Points

5.7 Price Proposal Contents

5.7.1 Price Proposal Submission Requirements

Each proposer shall submit one (1) separately bound, sealed and signed cost proposal.

Price Proposals should be submitted with the most favorable terms the proposer can offer. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

By submitting an offer under this RFP, each proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

The Price Information Sheet shall identify the name of the proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the proposer to the prices submitted.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event award is based on a grand total calculation and a mathematical error is identified, unit prices submitted by the proposer will prevail. Price Proposal points will be awarded based on certified Department-corrected price, if applicable. Department-corrected price will be made available upon written request. Maximum Point Value – 100 Points

5.7.2 Price Proposal Instructions

A maximum of 100 Points for the lowest total of the initial cost (software, installation, training and first five (5) years of maintenance). In case of a discrepancy between unit cost and total cost, unit cost will prevail. See Section 6.2.6 for how the Price Points will be determined.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events Section 4.2. The review and evaluation will be conducted in accordance with the process set forth in Section 6.2, Review and Evaluation Process.

Issuance of this RFP in no way constitutes a commitment by the Department to award a Purchase Order.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final Purchase Order award. The process itself is divided into seven separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsive Requirements/Fatal Criteria (Tab 1)
- Phase 2 – Evaluation of Project Proposals
- Phase 3 – Demonstration of products by vendors
- Phase 4 – Public Opening of Price Proposals
- Phase 5 – Review of Price Proposals
- Phase 6 – Ranking of Proposals
- Phase 7 – Notice of Agency Decision

Phases 1, 4, 5, 6 and 7 will be performed by staff members of the Department's Bureau of Procurement and Supply (BPS).

Phase 2 and 3 will be performed by the Proposal Evaluation Committee. A Proposal Evaluation Committee will be established to assist the Department in the evaluation of the proposals. Any proposal failing to meet mandatory responsive requirements/fatal criteria will **not** be evaluated further. The Proposal Evaluation Committee will score the Technical Proposal/Service Delivery Narrative and the Demonstration of Product according to established criteria.

6.1 Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Price Proposal:

Mandatory Responsive Requirements	0 points
Executive Summary and other Proposal Submissions	0 points
Technical Proposal/Service Delivery Narrative (Tab 4) As indicated per line item.	300 points
Demonstration of Product	100 points
Price Proposal	100 points
TOTAL POSSIBLE POINTS	500 points

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsive Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsive requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsive requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsive requirements.

6.2.2 Phase 2 – Evaluation of Project Proposals

Only those proposals, which have met the mandatory responsive requirements, will be considered responsive and will be delivered to the Evaluation Committee to be evaluated as described in Phase 2.

6.2.3 Proposer's Technical Submittal – Tab 4

The Technical Submittal will be evaluated by the Evaluation Committee based on the information supplied by the proposer as required in Section 5.4. A maximum number of points per line item will be given to each area of the response. More than one proposer can earn the maximum amount of points in any given area of response.

6.2.4 Phase 3 – Demonstration of Proposed Solutions

The proposers will be notified of a date and time to present a demonstration of their proposed solution to the Department. Each vendor will have a two-hour opportunity. Vendor's will not be scheduled in any particular order. Proposers shall present their demonstration through a teleconference demonstration. The maximum points available for the Demonstration are one hundred (100) points. More than one proposers' solution may receive the maximum amount of points.

6.2.5 Phase 4 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Section 4.2, Calendar of Events, on all proposals qualified for evaluation. At this Public Opening of Price Proposals, only the Vendors name and total price submitted will be read.

6.2.6 Phase 6 – Review of Price Proposals

Price Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsive requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsive requirements will render a proposal non-responsive and will result in rejection of the entire proposal. No points will be awarded for passing the mandatory responsive requirements.

On the date specified in the calendar of events, the price proposals will be reviewed by BPS staff to determine price points. These price proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, unit prices submitted by the proposer will prevail.

A maximum of one hundred (100) points will be awarded for Price Proposal.

The Price Proposal utilizing the Price Information Sheet with the lowest Total Weighted Price will be awarded one hundred (100) points. All other price proposals will receive points according to the following formula:

$$\frac{(N)}{X} \times 100 = Z$$

Where: N = lowest verified Total Weighted Price of all Price Proposals
X = Proposer's proposed Total Weighted Price
Z = points awarded

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for all categories: Technical Proposal, Demonstration, and Price Proposals (Price Information Sheet), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or contains significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that will be included in any Purchase Order resulting from this RFP. By submitting a response to this RFP, the proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Termination

7.1.1 Termination at Will

The Purchase Order resulting from this RFP may be terminated by the Department upon no less than thirty (30) calendar days' notice and by the Contractor upon no less than ninety (90) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.1.2 Termination Because of Lack of Funds

In the event funds to finance the Purchase Order resulting from this RFP become unavailable, the Department may terminate the Purchase Order upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.1.3 Termination for Cause

If a breach of the Purchase Order resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Purchase Order resulting from this RFP upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.1.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Purchase Order resulting from this RFP.

7.2 Payments and Invoices

7.2.1 Payment by the Department

The Purchase Order resulting from this RFP will be a fixed price Purchase Order. The Department will pay the Contractor annually in advance after the initial installation, training and acceptance of the software solution.

7.2.2 MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding

fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

7.2.3 Submission of Invoice(s)

The Contractor agrees to request compensation annually through submission to the Department of a properly completed invoice within fifteen (15) days following the end of the annual service. The specific addresses for invoice submission will be identified on the purchase order resulting from this RFP.

The Contractor's invoice shall include the Contractor's name, mailing address, Purchase Order number and date of invoice period.

7.2.4 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof.

7.2.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Purchase Order resulting from this RFP.

7.2.6 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Purchase Order resulting from this RFP are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Purchase Order or from any other source are not eligible for reimbursement under the Purchase Order resulting from this RFP.

7.2.7 Tax Exemption

The Department is tax exempt and a copy of the Department Tax Exempt Certificate will be provided to the awarded vendor if requested.

7.2.8 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, the RFP specifications, or Purchase Order specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.2.9 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

7.2.10 Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Purchase Order by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

7.3 Contract Management

The Department of Corrections will be responsible for management of the Purchase Order resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Purchase Order.

7.3.1 Department's Contract Manager

The Contract Manager for this Contract will be identified on the Purchase Order.

The Contract Manager or his designee will perform all Department designated monitoring tasks indicated herein as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

7.3.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Robert E. Staney
Bureau Chief, Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.3.3 Contract Management Changes

After submitting the Purchase Order resulting from this RFP, any changes in the information contained in Section 7.3.1, Contract Management, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

7.4 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the Purchase Order, with the exception of Section 7.2 Invoice Submission and Section 7.3.1, Contract Management, shall be valid only through execution of a formal amendment via Change Order to the Purchase Order.

7.5 Records

7.5.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.5.2 Audit Records

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.5.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Attachment 1, Contractor's Representative or as indicated to the Department by the Vendor, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.6 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this RFP.

7.7 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

7.8 Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

7.9 Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this RFP, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.10 Disputes

If a dispute cannot be resolved informally by the Contract Manager, the Purchase Order Manager shall submit a Vendor Complaint on a Department of Management Services' (DMS) Vendor form (#PUR7017). A copy of the PUR7017 will be provided to the State Purchasing Office at the Department of Management Services. Should the vendor fail to satisfactorily correct the problem within a prescribed period of time, then a "Request for Assistance" form (#DC2-509) shall be filed with the Bureau of Procurement & Supply in Tallahassee, FL., with a copy to the Contract Manager. If the dispute still cannot be resolved, the circumstances will be submitted in writing to the Department's Bureau Chief, Bureau of Procurement and Supply. The Bureau Chief shall decide the dispute, reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager. Copies of these submittals shall remain in the contract file for use in decisions regarding renewal options.

7.11 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.12 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract resulting from this RFP. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract resulting from this RFP, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.13 Assignment

The Contractor shall not assign its responsibilities or interests under the Purchase Order resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Purchase Order resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.14 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Purchase Order resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.15 Severability

The invalidity or unenforceability of any particular provision of the Purchase Order resulting from this RFP shall not affect the other provisions hereof and the Purchase Order resulting from this RFP shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Purchase Order resulting from this RFP can still be determined and effectuated.

7.16 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

7.17 Governing Law and Venue

The Purchase Order resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.18 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither the Purchase Order resulting from this RFP, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

ATTACHMENT 1 - CONTACT FOR CONTRACT ADMINISTRATION
RFP #10-DC-8217

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

**ATTACHMENT 3
MANDATORY FORM
COST INFORMATION SHEET**

RFP No: **10-DC-8217**
Project Name: **Utilization Management Software System**

F.O.B. 2601 Blair Stone Road
Tallahassee, FL 32399

ITEM 1:

Cost of Perpetual License of Commercial Off-the-Shelf
Utilization Management Software System _____

Cost of Training on Software _____

Cost of Five-years Maintenance of Software _____

- Includes upgrades, fixes, patches, up-dates and telephone assistance
- Maintenance will be paid yearly in advance
 - Year One Maintenance Cost _____
 - Year Two Maintenance Cost _____
 - Year Three Maintenance Cost _____
 - Year Four Maintenance Cost _____
 - Year Five Maintenance Cost _____
- Cost to provide annual training to twenty-five end users _____

TOTAL COST SUBMITTED FOR UTILIZATION MANAGEMENT SOFTWARE SYSTEM _____

ITEM 2:

Balance of Line:

Cost of Installation of Software _____

Software is priced based on: _____ Site Licenses _____ User Licenses

Pricing below for additional future needs

Site Licenses _____ per site
User Licenses _____ per user

- Additional years Maintenance Cost (not to be included in cost listed above)
 - Year Six Maintenance Cost _____
 - Year Seven Maintenance Cost _____
 - Year Eight Maintenance Cost _____
 - Year Nine Maintenance Cost _____
 - Year Ten Maintenance Cost _____

NAME OF PROPOSER _____ FEID# _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____