



RON DESANTIS
GOVERNOR

SHEVAUN L. HARRIS
SECRETARY

June 23, 2026

Prospective Vendor(s):

Subject: Solicitation Number: AHCA RFP 015-25/26

Title: Organ and Tissue Donor Registry and Education Program

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to contract with a vendor to maintain a consumer-focused website that provides transparency in health care by offering Florida consumers information about health care services, costs, and quality of care. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

Attachment	A	Instructions and Special Conditions
Exhibit	A-1	Questions Template
Exhibit	A-2	Transmittal Letter
Exhibit	A-3	Required Certifications and Statements
Exhibit	A-3-a	Vendor Certification Form (PUR 7801)
Exhibit	A-4	Submission Requirements and Evaluation Criteria Components (Technical Response)
Exhibit	A-5	Cost Proposal
Exhibit	A-6	Detailed Budget – Implementation Cost
Exhibit	A-7	Detailed Budget – Operations and Maintenance Cost
Exhibit	A-8	Certification of Drug-Free Workplace Program
Exhibit	A-9	Past Performance – Client Reference Form
Exhibit	A-10	Standard Contract
Attachment	B	Scope of Services
Exhibit	B-1	Deliverables and Performance Standards

Your response must comply fully with the instructions that stipulate what is to be included in the response. Respondents shall identify the solicitation number, date and time of opening on the package transmitting their response. This information is used only to put the Agency mailroom on notice that the package received is a response to an Agency solicitation and therefore should not be opened, but delivered directly to the Procurement Officer.

The designated Agency Procurement Officer for this solicitation is the undersigned. All communications from respondents shall be made in writing and directed to my attention at the address provided in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, unless otherwise instructed in this solicitation.

The term “Proposal”, “Response” or “Reply” may be used interchangeably and mean the respondent’s submission to this solicitation.



Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest 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.

Sincerely,

Ashley Balkcom

Procurement Officer

Bureau of Purchasing and Contract Administration

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A.1. Instructions

A. Overview

1. Solicitation Number

AHCA RFP 015-25/26

2. Solicitation Type

Request for Proposal

3. Solicitation Title

Organ and Tissue Donor Registry and Education Program

4. Date of Issuance

June 23, 2026

5. Procurement Officer

Ashley Balkcom
Bureau of Purchasing and Contract Administration
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, FL 32308-5403
Email: solicitation.questions@ahca.myflorida.com

6. Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Information Portal (VIP) (<https://vendor.myfloridamarketplace.com/>).

TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	June 23, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/
Deadline for Receipt of Written Questions	July 7, 2026 2:00 p.m.	solicitation.questions@ahca.myflorida.com

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TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Anticipated Date for Agency Responses to Written Questions	July 21, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/
Deadline for Receipt of Responses	August 10, 2026 2:00 p.m.	Attention: Ashley Balkcom Agency for Health Care Administration 2729 Fort Knox Boulevard Mailroom, Building 2, Tallahassee, FL 32308-5403
Public Opening of Responses	August 10, 2026 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200, Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	September 8, 2026	Electronically Posted https://vendor.myfloridamarketplace.com/

7. PUR 1000, General Contract Conditions

PUR 1000, General Contract Conditions, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

8. PUR 1001, General Instructions to Respondents

PUR 1001, General Instructions to Respondents, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

Unless otherwise noted, instructions in this **Attachment A** shall take precedence over the **PUR 1001**, General Instructions to Respondents.

9. Restriction on Communications

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

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10. Respondent Questions

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

11. Solicitation Addenda

If the Agency finds it necessary to supplement, modify, or interpret any portion of this solicitation during this solicitation period, a written addendum will be posted on the VIP as addenda to this solicitation. **It is the respondent's responsibility to check the VIP periodically for any information or updates to this solicitation. The Agency bears no responsibility for any resulting impacts associated with a prospective respondent's failure to obtain the information made available through the VIP.**

12. Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

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13. Type and Amount of Contract Contemplated

- a. The Contract resulting from this solicitation will be a fixed price contract. The Agency's estimated Contract amount for the original term is **\$702,000.00**. This estimate includes a not-to-exceed budgeted amount of \$342,000.00 for implementation costs. Funding for operations and maintenance during the term of the contract is estimated to be \$72,000.00 annually. This annual estimate is provided for informational purposes only; is based on historical amounts received through voluntary contributions made for organ and tissue donor education and maintaining the organ and tissue donor registry; and anticipated voluntary contributions made in future years.

Note: In accordance with subsection (ss.) 765.5155(4), F.S., "Costs for the donor registry and education program shall be paid by the Agency from the funds deposited into the Health Care Trust Fund pursuant to ss. 320.08047 and 322.08, which are designated for maintaining the donor registry and education program. In addition, the contractor may receive and use voluntary contributions to help support the registry and provide education."

- b. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables and Performance Standards.
- c. The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

14. Term of Contract

- a. The anticipated term of the resulting Contract is **October 1, 2026**, through **September 30, 2031**. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b. In accordance with Section 287.057(14), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

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- c. Respondents shall provide renewal year costs in its response in **Exhibit A-6**, Detailed Budget – Operations and Maintenance, which will be applied in the event the resulting Contract is renewed. The Agency will evaluate renewal year costs as part of the evaluation and scoring process.

B. Response Preparation and Content

1. General Instructions

- a. The instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.
- b. The Agency has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency’s sole discretion, the deficient response is not in substantial accord with this solicitation’s requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words “should” or “may” in this solicitation indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.
- c. Respondents shall not retype and/or modify required forms and must submit required forms in the original format.

FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.

- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal

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partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor's response.**

- g.** Pursuant to Section 287.133(2)(a), F.S., 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 Bid, Proposal, or Reply on a contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals, or Replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for category two for a period of thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

The respondent shall include the documents listed in this Item with the submission of the Original Response. Violation of this provision may result in the rejection of a response.

- a. Exhibit A-2, Transmittal Letter**

The respondent shall complete and submit **Exhibit A-2**, Transmittal Letter, as part of its response in accordance with the instructions contained therein.

- b. Exhibit A-3, Required Certifications and Statements**

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements, as part of its response in accordance with the instructions contained therein.

- c. Exhibit A-3-a, Vendor Certification Form (PUR 7801)**

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements, as part of its response in accordance with the instructions contained therein.

- d. Original Proposal Guarantee**

- 1)** The respondent's Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$70,200.00**. The proposal

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guarantee is a firm commitment the respondent shall, upon the Agency's acceptance of its response, execute such contractual documents as may be required within the time specified.

- 2) The respondent must be the guarantor. If responding as a joint venture/legal partnership, at least one party of the joint venture/legal partnership shall be the guarantor.
- 3) The proposal guarantee shall be in the form of a bond, cashier's check, treasurer's check, bank draft or certified check. The Agency will not accept a letter of credit in lieu of the Proposal Guarantee.
- 4) The Agency will not accept a copy of the Proposal Guarantee.
- 5) Proposal Guarantees will be returned upon execution of the legal Contract with the successful respondent and receipt of the performance bond required under this solicitation (See **Section A.1.**, Instructions, **Sub-Section D.**, Response Evaluation, and Contract Award, **Item 9.**, Performance Bond).
- 6) Proposal Guarantees may be returned to respondents not considered responsive and responsible prior to execution of the legal Contract if the respondent is not participating in an administrative challenge regarding this solicitation.
- 7) Proposal Guarantees will be returned to the Official Contact Person at the address listed in **Exhibit A-2**, Transmittal Letter.
- 8) If the successful respondent fails to execute a contract within ten (10) consecutive calendar days after a contract has been presented to the successful respondent for signature, the proposal guarantee shall be forfeited to the State.
- 9) The proposal guarantee must not contain any provisions that reduce the amount of the proposal guarantee based on the amount of any contract awarded to a replacement awardee or shorten the time from bringing an action to a time less than that provided by the applicable Florida Statute of Limitations (see Section 95.03, F.S.). **Proposal guarantees submitted using The American Institute of Architects AIA Document 310 or any document based upon that form will not be accepted by the Agency.**

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e. Exhibit A-4, Submission Requirements and Evaluation Criteria (Technical Response)

- 1) The respondent shall complete and submit **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, and applicable attachments/exhibits as part of its response.
- 2) The respondent shall comply with the instructions for completing **Exhibit A-4, Submission Requirements and Evaluation Criteria Components (Technical Response)**, which are contained therein.

f. Exhibit A-5, Cost Proposal

The respondent shall complete and submit **Exhibit A-5, Cost Proposal**, as part of its response in accordance with the instructions contained therein.

g. Exhibit A-6, Detailed Budget – Implementation Cost

The respondent shall complete and submit **Exhibit A-6, Detailed Budget – Implementation Cost**, as part of its response in accordance with the instructions contained therein.

h. Exhibit A-7, Detailed Budget – Operations and Maintenance

The respondent shall complete and submit **Exhibit A-7, Detailed Budget – Operations and Maintenance**, as part of its response in accordance with the instructions contained therein.

3. Additional Response Content

a. Exhibit A-8, Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit **Exhibit A-8, Certification of Drug-Free Workplace Program**, to certify that the respondent has a drug-free workplace program.

b. Exhibit A-9, Past Performance – Client Reference Form

The respondent shall complete and submit **Exhibit A-9, Past Performance – Client Reference Form**, in accordance with the instructions contained therein.

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C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

Electronic submissions via MyFloridaMarketPlace will not be accepted for this solicitation.

b. Hardcopies of the Response

1) Original Response

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the “Original” and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked “**Contains Original**”. All forms requiring signature shall bear an original signature with the original response.

2) Duplicate Copy of the Original Response

The respondent shall submit **one (1) duplicate copy** of the Original Response.

3) Packaging and Delivery

a) Hard copy responses shall be bound individually and submitted in up to two (2), 3-inch, three-ring binders or secured in a similar fashion to contain pages that turn easily for review.

b) Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:

(1) **Exhibit A-2**, Transmittal Letter;

(2) **Exhibit A-3**, Required Certifications and Statements;

(3) **Original Proposal Guarantee**
Note: The Original Proposal Guarantee must be provided in the Original Response;

(4) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response);

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- (5) **Exhibit A-5**, Cost Proposal;
- (6) **Exhibit A-6**, Detailed Budget – Implementation Cost;
- (7) **Exhibit A-7**, Detailed Budget – Operation and Maintenance Cost;
- (8) **Exhibit A-8**, Certification of Drug-Free Workplace Program (if applicable); and
- (9) **Exhibit A-9**, Past Performance – Client Reference Form

- c) Hard copy responses shall be double sided.
- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and any such responses will be returned to the respondent unopened.

c. **Electronic Copy of the Response**

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).

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- 3) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - (a) **Exhibit A-2**, Transmittal Letter;
 - (b) **Exhibit A-3**, Required Certifications and Statements;
 - (c) **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response) and applicable attachments/exhibits;
 - (d) **Exhibit A-5**, Cost Proposal;
 - (e) **Exhibit A-6**, Detailed Budget – Implementation Cost;
 - (f) **Exhibit A-7**, Detailed Budget – Operations and Maintenance Cost;
 - (g) **Exhibit A-8**, Certification of Drug-Free Workplace Program (if applicable); and
 - (h) **Exhibit A-9**, Past Performance – Client Reference Form.
- 4) In addition to the PDF submission, the following exhibits shall also be submitted in Microsoft Excel 2016, utilizing the Agency provided templates and shall be saved on the USB flash drive:
 - (a) **Exhibit A-6**, Detailed Budget – Implementation Cost; and
 - (b) **Exhibit A-7**, Detailed Budget – Operations and Maintenance Cost.
- 5) **Electronic Redacted Copies**
 - (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as “Redacted Version Suitable for Public Release.”

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- (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as described below. The redacted response shall be marked as the “redacted” copy.

2. Confidential or Exempt Information

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.
- b. A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, F.S., shall clearly mark each page of such portion as follows:
 - 1) Pages containing trade secret shall be marked “Trade secret as defined in Section 812.081, Florida Statutes”. Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.
 - 2) Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked “exempt” or “confidential,” followed by the statutory basis for such claim. For example: “The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes.”
 - 3) Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, F.S.

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- c. All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.
- d. If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.
- e. Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Evaluation and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written proposal for the Agency to evaluate.

2. Responsive Proposal Determination

A "responsive proposal" means a proposal submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any

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facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the proposal to obtain information regarding past performance or other matters relevant to responsibility.

3. Non-Scored Requirements

a. Transmittal (Cover) Letter

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-2**, Transmittal Letter, from each required party.

b. Required Certifications and Statements

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-3**, Required Certifications and Statements.

c. Original Proposal Guarantee

The Agency will review responses to this solicitation to determine if the respondent included in its response, an original proposal guarantee in the appropriate amount, as specified in **Section B.**, Response Preparation and Content, **Sub-Section 2.**, Mandatory Response Content, **Item c.**

4. Scored Requirements – Evaluation Criteria

a. Technical Response Evaluation

- 1)** Each evaluator will evaluate responses independently of the other evaluators and award points based on the criteria and points scale indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for the detailed evaluation criteria components.
- 2)** Each response will be individually scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this solicitation. The Agency reserves the right to have specific Sections of the responses evaluated by fewer than three (3) individuals.
- 3)** The scores of independent evaluators will be weighted and averaged to determine a total score based on the detailed evaluation criteria components indicated in **Exhibit A-4**, Submission Requirements and Evaluation Criteria

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Components (Technical Response), and the weight factor specified in **Table 3**, Summary Score Sheet, below.

b. Past Performance Evaluation

Past performance will be scored based on answers to the questions outlined in **Exhibit A-9**, Past Performance – Client Reference Form, Evaluation Questionnaire for Past Performance, received from two (2) separate and verifiable non-Agency client references. A score will be assigned for each individual non-Agency client reference in accordance with **Table 3**, Summary Score Sheet, below.

c. Cost Proposal

The Agency will evaluate each Cost Proposal (**Exhibit A-5**, Cost Proposal) for implementation costs and award points. The respondent with the lowest proposed fixed cost (**Exhibit A-5**, Cost Proposal) will receive the maximum allowable points in accordance with **Table 3**, Summary Score Sheet, below. The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, using the following formula:

$$(\text{Lowest Cost Proposal} \div \text{Respondent's Cost Proposal}) \times \text{Available Points} = \text{Points Awarded}$$

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TABLE 3					
SUMMARY SCORE SHEET					
	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. Technical Response					
SRC 1 – Executive Summary	0	X	0	=	0
SRC 2 – Organizational Background and Experience	65	X	2	=	130
SRC 3 – Program Staffing & Organizational Experience	20	X	5	=	100
SRC 4 – Monitoring and Reports	25	X	3	=	75
SRC 5 – Complaints	10	X	3	=	30
SRC 6 – Quality Assurance	20	X	2	=	40
SRC 7 – Implementation Plan	15	X	3	=	45
SRC 8 – Educational Initiatives	20	X	2	=	40
SRC 9 – Detailed Budget Review – Operations & Maintenance	10	X	4	=	40
SRC 10 – Information Technology	25	X	1	=	25
SRC 11 – Systems, Security and Confidentiality	20	X	3	=	60
SRC 12 – Security Rating Score	5	X	5	=	25
B. Past Performance – Client Reference					
Client #1	50	X	1	=	50
Client #2	50	X	1	=	50
C. Cost Proposal					
Implementation Costs	15	X	1	=	15
TOTAL:				725	

5. Ranking of Responses

- a. A total score will be calculated for each response based on the total maximum points available as included in **Table 3**, Summary Score Sheet, above.
- b. The total point scores will be used to rank the responses.

6. Number of Awards

The Agency anticipates the issuance of one (1) contract as a result of this solicitation for all services included within **Attachment B**, Scope of Services. The Agency, at its sole discretion, shall make this determination.

7. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted to the Vendor Information Portal and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

seventy-two (72) hours, not including weekends or State observed holidays.

Any respondent desiring to protest the recommended Contract award must file a notice of intent to protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.** Overview, **Item 5.**, Procurement Officer, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C.

Any notice of intent to protest must be filed electronically *or* via United States (U.S.) mail, courier, or hand delivery at the following address:

Bureau of Purchasing and Contract Administration
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, Florida 32308-5403
Email: solicitation.questions@ahca.myflorida.com

Any formal protest must be filed within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, F.S.

Any formal protest must be filed with the Agency Clerk, at the address below, or electronically at <http://apps.ahca.myflorida.com/Efile/>, a link to which can be found on the Agency's public website.

Agency for Health Care Administration
C/O Agency Clerk
2727 Mahan Drive, Mail Stop #3
Building 3, Room 3407C
Tallahassee, Florida 32308-5403

After submittal of the Notice of Intent to Protest, all communication regarding the solicitation must be submitted to the Agency's General Counsel's Office.

8. Performance Bond

- a. A performance bond in the amount of ten percent (10%) of the total annual amount of the resulting Contract shall be furnished to the Agency by the successful respondent within thirty (30) calendar days after execution of the resulting Contract and prior to commencement of any work under the resulting Contract.

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ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- b.** The bond shall be furnished to the Agency's Bureau of Purchasing and Contract Administration at:

Bureau of Purchasing and Contract Administration
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #15
Tallahassee, Florida 32308-5403

- c.** Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10%) of the current annual Contract amount.
- d.** A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
- e.** The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
- f.** No payments will be made to the successful respondent until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period. The Agency shall be named as the beneficiary of the successful respondent's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Agency directly to the Agency.
- g.** The cost of the performance bond will be borne by the successful respondent.
- h.** Should the successful respondent terminate the resulting Contract prior to the end of the resulting Contract period, an assessment against the bond will be made by the Agency to cover the costs of issuing a new solicitation and selecting a new Vendor. The successful respondent agrees that the Agency's damages in the event of termination by the successful respondent shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

9. Contract Execution

- a.** This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.

ATTACHMENT A

INSTRUCTIONS AND SPECIAL CONDITIONS

- b.** The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, the successful respondent's response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:

 - 1)** The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2)** This solicitation, including all addenda; and
 - 3)** The successful respondent's response to this solicitation.
- c.** The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- d.** The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

A.2. Special Terms and Conditions

A. Venue

- 1.** By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- 2.** Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
- 3.** The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

4. Attorney's Fees

In the event of a dispute arising under this solicitation, each party shall be responsible for its own attorneys' fees, except as otherwise provided by law.

B. General Definitions

AHCA or AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees. Timeframes in this solicitation requiring completion within a number of business days shall mean by 5:00 P.M. Eastern Standard Time on the last work day.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

CAN – Used to express non-mandatory provisions; words denote the permissive.

CONTRACT – The written, signed agreement resulting from, and inclusion of, this solicitation, any subsequent amendments thereto and the respondent's Proposal.

CONTRACT MANAGER – The Agency individual responsible for safeguarding State and Federal funds, deriving maximum return from those funds, and monitoring Vendor compliance with applicable laws and contract terms.

DAY – Calendar day, unless specified as a business day.

EST - Eastern Standard Time

DISASTER RECOVERY PLAN – A plan to ensure continued business processing through adequate alternative facilities, equipment, backup files, documentation and procedures in the event that the primary processing site is lost to the successful respondent.

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient privacy, to protect security of electronic medical records, to prescribe methods and

ATTACHMENT A INSTRUCTIONS AND SPECIAL CONDITIONS

formats for exchange of electronic medical information, and to uniformly identify providers.

RECIPIENT - A person who has been determined to be eligible for Medicaid assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

SOC 2 TYPE II AUDIT – Service Organization Control (SOC) 2 Type II is an audit of the internal controls of a service organization according to specifications defined by the American Institute of Certified Public Accountants.

STATE – State of Florida.

SUBCONTRACT – An agreement entered into for provision of services on behalf of the successful respondent as related to this solicitation.

SUBCONTRACTOR – Any entity contracting with the successful respondent to perform the services or to fulfill any of the requirements requested in this solicitation or any entity that is a subsidiary of the successful respondent that performs the services or fulfills the requirements requested in this solicitation.

WORK DAY – See *Business Day*.

VENDOR – The respondent awarded a contract resulting from this solicitation.

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EXHIBIT A-1

QUESTIONS TEMPLATE

[illegible]

EXHIBIT A-2 TRANSMITTAL LETTER

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response.

DATE: Click or tap to enter a date. **RESPONDENT NAME:** **RESPONDENT NAME:**

RESPONDENT ADDRESS:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):

The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included.

OFFICIAL CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

ALTERNATE CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response. If the respondent is invited to negotiations, at least one authorized official listed above must be present at each negotiation session.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this solicitation, accepts said requirements, and that this response is made in accordance with the provisions of such requirements and specifications. By my written signature below, I guarantee and certify that all items included in this response shall meet or exceed any and all such requirements and Agency specifications. I further agree, if awarded a contract resulting from this solicitation, to deliver services that meet or exceed the requirements and specifications provided in this solicitation.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (**Exhibit A-10, including its Attachments**).

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section A.1**, Instructions, **Sub-Section C.**, Response Submission Requirements, **Item 1.**, Hardcopy and Electronic Submission Requirements, **Sub-Item c.**, Electronic Copy of the Response, **Sub-Item 5**), Electronic Redacted Copies, in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.

AND

5. PROHIBITION OF GRATUITIES

I hereby certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

6. NON-COLLUSION CERTIFICATION

I hereby certify that all persons, companies, or parties interested in the response as principals are named therein, that the response is made without collusion with any other person, persons, organization, or parties submitting a response; that it is in all respects made in good faith; and as the signer of the response, I have full authority to legally bind the respondent to the provisions of this solicitation.

AND

7. PERFORMANCE OF SERVICES WITHIN THE STATE OF FLORIDA

I hereby certify my organization shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.

AND

8. PERFORMANCE OF SERVICES WITHIN THE UNITED STATES

I hereby certify my organization shall ensure all services, provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.

AND

9. COMPLIANCE WITH SECTION 408, FLORIDA STATUTES

I hereby certify my organization is in compliance with Section 408.05(3)(c), F.S., to provide services to the Agency in the Florida Center for Health Information and Transparency (Florida Center).

10. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The standards on organizational conflicts of interest in Chapter 48, Code of Federal Regulations (CFR) and Section 287.057(17), F.S. apply to this solicitation. A respondent with an actual or potential organizational conflict of interest shall disclose the conflict. If the respondent believes the conflict of interest can be mitigated, neutralized or avoided, the respondent shall include with its response a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- a) Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- b) Describe the actions the respondent intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- c) Identify the official within the respondent's organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine respondent responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the respondent or other sources,

EXHIBIT A-3

REQUIRED CERTIFICATIONS AND STATEMENTS

as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

Pursuant to the aforementioned requirements, I hereby certify that, to the best of my knowledge, my organization (including its subcontractors, subsidiaries and partners):

Please check the applicable paragraph below:

- ☐ Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.
- ☐ Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined above.

AND

11. RESPONDENT ATTESTATION FOR EXHIBIT A-4

I hereby certify that no modification and/or alteration has been made to the template, narrative and/or instructions contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

I understand the Agency will not consider supplemental response narrative for evaluation which is not contained within the response sections contained in **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response).

AND

12. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, F.S. I certify that:

- a. If the resulting Contract reaches or exceeds **\$1,000,000.00**, my organization has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and
- b. For the resulting Contract in any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The respondent agrees that the Agency may immediately terminate the resulting Contract if the respondent is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of the resulting Contract.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

13. JOINT VENTURE OR PARTNERSHIPS

This response is made as a joint venture or partnership. The members of the joint venture or partnership are listed below.

AND

14. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance.

AND

15. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

EXHIBIT A-3 REQUIRED CERTIFICATIONS AND STATEMENTS

AND

16. LIST OF TERMINATED CONTRACTS

List the terminated Contracts in chronological order and provide a brief description (half-page or less) of the reason(s) for the termination. Additional pages may be submitted; however, no more than five (5) additional pages should be submitted in total.

The Agency is not responsible for confirming the accuracy of the information provided.

The Agency reserves the right within its sole discretion, to determine the respondent to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the response.

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 16 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Exhibit A-3, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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RFP 015-25/26, EXHIBIT A-3-a
VENDOR CERTIFICATION FORM

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form,"

RFP 015-25/26, EXHIBIT A-3-a
VENDOR CERTIFICATION FORM

		available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and submitted it to the Agency.
N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and submitted it to the Agency.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part A: Use of Coercion for Labor and Services," and submitted it to the Agency.
N/A	N/A	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. To fulfill this requirement, the vendor has completed Form PUR 2024, "Part B: Provision of Commodities Produced by Forced Labor," and submitted it to the Agency. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform

RFP 015-25/26, EXHIBIT A-3-a
VENDOR CERTIFICATION FORM

		work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S.
--	--	--

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

_____	_____	
Company Name	Signature	Date
_____	_____	
FEIN	Typed or Printed Name	

	Title	

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

INSTRUCTIONS TO RESPONDENTS FOR THE COMPLETION OF EXHIBIT A-4

All respondents to this solicitation shall utilize **Exhibit A-4**, Submission Requirements and Evaluation Criteria Components (Technical Response), for submission of its response and shall adhere to the instructions below for each Submission Requirement Component (SRC).

Respondents **shall not** include website links, embedded links, and/or cross references between SRCs.

Each SRC contains form fields. Population of the form fields with text will allow the form field to expand and cross pages. Unless specified in the SRC, there is no character limit. For SRCs with character limits, character counts are inclusive of spaces, but exclude attached tables, charts, exhibits, etc. Text responses must be formatted for 8-1/2' x 11" paper, single-spaced, and in a size 11 Arial font.

Attachments are acceptable for any SRC response with a form field but must be referenced in the form field for the respective SRC and located behind each respective SRC response. Respondents shall name and label attachments to refer to respective SRCs using the SRC identifier number (Example: SRC 2).

Note: In addition to the complete, electronic PDF copy of this Exhibit, the Respondent should submit its response to each SRC in a separate electronic folder that is labeled with the SRC number. The electronic folder for each SRC response should contain the response to the SRC along with all attachments applicable to the SRC.

Agency evaluators will be instructed to evaluate the responses based on the narrative contained in the SRC form fields and the associated attachment(s), if applicable.

Each response will be independently evaluated and awarded points based on the criteria and points scale using the Standard Evaluation Criteria Scale below unless otherwise identified in each SRC contained within **Exhibit A-4**.

STANDARD EVALUATION CRITERIA SCALE	
Point Score	Evaluation
0	The component was <u>not addressed</u> anywhere in the response submission.
1	The component response is <u>unsatisfactory</u> . It contained significant deficiencies and omissions and lacked meaningful detail.
2	The component response is <u>poor</u> . It met some of the minimum requirements but did not address all elements requested.
3	The component response is <u>adequate</u> . It met the minimum requirements with minimal content and detail.
4	The component response is <u>good</u> . It exceeded the minimum requirements and contained good content and detail.
5	The component response is <u>excellent</u> . It exceeded the minimum requirements and contained exceptional content and detail.

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

The SRCs in **Exhibit A-4** may not be retyped and/or modified and must be submitted in the original format.

FAILURE TO SUBMIT EACH REQUIRED FORM IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.

FAILURE TO SUBMIT AN SRC MAY RESULT IN REJECTION OF THE RESPONSE.

FAILURE TO SUBMIT EACH REQUIRED SRC TEMPLATE IN ITS ORIGINAL FORMAT MAY RESULT IN REJECTION OF THE RESPONSE.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

Respondent Name: _____

SRC 1: EXECUTIVE SUMMARY

The Respondent shall include an Executive Summary, which includes the following:

1. Describe the respondent's understanding of the need and purpose of establishing a web-based organ and tissue donor registry.
2. Describe the respondent's understanding of the organ donor education initiative in the state of Florida.
3. Provide an overview of the respondent's plan to provide the services described in **Attachment B**, Scope of Services, of this RFP.
4. Describes the prominent features of the respondent's Technical Response.

Response:

Score: No points will be rewarded for the Executive Summary.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 2: ORGANIZATIONAL BACKGROUND AND EXPERIENCE

The Respondent shall demonstrate its capability to provide the services described in **Attachment B**, Scope of Services, of this RFP by describing its organizational structure and history as it relates to the project expectations described in this RFP. For proposals that include a subcontractor, the same descriptions of organizational background and history shall be provided.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's description of its organizational structure, history, legal structure, ownership, affiliations, and location(s).
2. The adequacy of the respondent's organizational chart, including the total number of employees.
3. The adequacy of the respondent's confirmation that it is an existing nonprofit group based within Florida. In accordance with Section 765.5155(2), F.S., priority shall be given by evaluators to existing nonprofit groups that are based within Florida.

A score of five (5) points will be assigned for existing nonprofit groups that are based within Florida. For all other organizations, a score of zero (0) points will be assigned.

4. The adequacy of the respondent's synopsis of its corporate qualifications, indicating its abilities to manage and complete the proposed project.
5. The adequacy of the respondent's office location(s), anticipated server location(s), and backup location(s) for the data storage and website hosting.
6. The adequacy of the respondent's summary of projects administered by the respondent similar to the one described in this RFP.
7. The adequacy of the respondent's description that the respondent represents the needs of the organ and tissue donation community in the state of Florida. In accordance with Section 765.5155(2), F.S., priority shall be given by evaluators to respondents that represent the needs of the organ and tissue donation community in Florida.
8. The adequacy of the respondent's description of the respondent's knowledge and experience in organ and tissue on-line registry systems.
9. The adequacy of the respondent's description of the respondent's expertise in working with organ and tissue procurement organizations. In accordance with Section 765.5155(2), F.S., priority shall be given by evaluators to respondents that have expertise working with procurement organizations.

EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

10. The adequacy of the respondent's description of the respondent's knowledge and experience in designing, implementing, and evaluating organ and tissue donor educational training modalities.
11. The adequacy of the respondent's description of the respondent's expertise in conducting statewide organ and tissue donor public education campaigns. In accordance with Section 765.5155(2), F.S., priority shall be given by evaluators to respondents that have expertise in conducting statewide organ and tissue donor public education campaigns.
12. The adequacy of the respondent's description of the respondent's knowledge and experience in management, promotion and control of services as described in this RFP.
13. The adequacy of the respondent's description of the respondent's knowledge and experience in marketing and public relations.

Score: This Section is worth a maximum of 65 raw points for all components. Each of the components are worth a maximum of 5 points each, and a score of 0 will be assigned if the component is not met.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 3: PROGRAM STAFFING & ORGANIZATIONAL EXPERIENCE

The respondent shall demonstrate its capability by describing the qualifications and experience of its proposed staff who will perform the services required in **Attachment B**, Scope of Services by describing its staffing structure, qualifications, and relevant organizational experience.

Response:

Evaluation Criteria:

1. Organizational Experience & Past Performance
 - Demonstrated experience (within the last 10 years) as a lead vendor on contracts of similar size, scope, and complexity
 - Experience in organ and tissue donor registry programs or comparable public health initiatives
2. Technical & Programmatic Experience
 - Website design, implementation, maintenance, and hosting
 - Experience with online registry systems
 - Health care data analysis and research methodology
 - Survey development, evaluation, and outcomes measurement
 - Educational program design and implementation (including evaluation of effectiveness)
3. Staffing Plan & Qualifications
 - Adequacy of proposed staffing model (FTEs and volunteers)
 - Number, roles, locations, and functions of staff
 - Relevant credentials and qualifications
 - Experience with bilingual (English/Spanish) outreach and web-based initiatives
4. Key Personnel & Resumes
 - Identification of key staff
 - Quality and relevance of resumes
 - Demonstrated education and experience aligned with scope
 - Inclusion of references with contact information
 - Subcontractor & Partnership Capacity
 - Identification of subcontractors (if applicable)
 - Scope of services provided
 - Qualifications and experience of subcontracted organizations

Score: This Section is worth a maximum of 20 raw points with each of the above components being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 4: MONITORING AND REPORTS

The Respondent shall describe how it will provide reports, as required in **Attachment B**, Scope of Services, **Section B**, Services to Be Provided by the Vendor, **Subsection D.**, Monitoring and Reports.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's ability to provide an accounting of web-based organ donor requirements.
2. The adequacy of the Respondent's ability to report on organ donor educational efforts, including implementation, reach, and effectiveness of outreach activities, as well as planned future efforts.
3. The adequacy of the respondent's ability to provide quality and technological improvement measures if needed.
4. The adequacy of the respondent's ability to provide financial and expenditure reporting to include an accounting of any and all voluntary contributions received.
5. The adequacy of the respondent's ability to provide comparison data to assist in determining the success of the program.

Score: This Section is worth a maximum of 25 raw points with each of the above components being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4
SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
COMPONENTS (TECHNICAL RESPONSE)

SRC 5: COMPLAINTS

The respondent shall describe how it will maintain a complaint system, as described in **Attachment B**, Scope of Services, **Section B**, Services to be provided by the Vendor, Complaints.

Response:

Evaluation Criteria:

1. The adequacy of the Respondent's plan for receiving, tracking, investigating, and resolving complaints in accordance with applicable Florida Statutes, Agency for Health Care Administration (AHCA) requirements, and the provisions outlined in Attachment B, Scope of Services.
2. The adequacy of how the respondent will ensure that appropriate staff are involved in the complaint process.

Score: This Section is worth a maximum of 10 raw points with each component worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 6: QUALITY ASSURANCE

The respondent shall describe its quality assurance system, as stated in **Attachment B**, Scope of Services, **Section B**, Services to Be Provided by the Vendor, Quality Assurance.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's description for conducting quality assessment, internal review of work performed by employees and subcontractors (if applicable), and performance improvement measures.
2. The adequacy of the respondent's description for monitoring the appropriateness and effectiveness of the registry management services and educational initiative.
3. The adequacy of the respondent's description of how corrective action will be implemented when problems are identified with either the registry registration process or educational initiative, including any technological problems that may arise with the web-based enrollment process.
4. The adequacy of the respondent's description of how operational sufficiency will be ensured in the event of significant changes or adjustment in operations.

Score: This Section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SCR 7: IMPLEMENTATION PLAN

The respondent shall describe its preliminary implementation plan, as described in **Attachment B**, Scope of Services, **Section B**, Services to be Provided by the Vendor, Implementation Plan.

To describe potential implementation barriers and mitigation, the following format, at a minimum, is suggested for presenting the preliminary implementation plan.

Date	Project Component	Description	Potential Barrier	Barrier Mitigation

The respondent should provide narrative to demonstrate its understanding of the costs associated with implementing the Registry and education program to support the pricing information submitted in **Exhibit A-6**, Detailed Budget – Implementation Cost.

Response:

Evaluation Criteria:

1. The adequacy of the aptness and validity of the respondent's proposed timeline for implementing both the Registry and the educational program.
2. The adequacy of the respondent's identification of any potential barriers to the timely implementation of the project and proposed methods for overcoming them.
3. The adequacy of the respondent's understanding of the costs associated with implementing the Registry and education program, in accordance with all requirements of **Attachment B**, Scope of Services, as demonstrated within **Exhibit A-6**, Detailed Budget – Implementation Cost, and narrative information submitted for this SRC.

Score: This Section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 8: EDUCATIONAL INITIATIVES

The respondent shall describe its proposed educational initiatives and how it will improve awareness of the Registry and awareness of laws related to anatomical gifts. Awareness shall be achieved through web-based education, promotional materials, and community outreach events and activities.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's description of the proposed educational and promotional materials, and the appropriateness of the materials for the respondent's target audience.
2. The adequacy of the respondent's proposed plan for distributing its proposed educational and promotional materials and for educating and informing medical professionals, law enforcement agencies and officers, other State and local government employees, high school students, minorities, and the public about the laws of the State of Florida relating to organ and tissue donations.
3. The adequacy of the respondent's proposed plan for evaluating the effectiveness of its' proposed educational initiatives.
4. The adequacy of the respondent's proposed ideas for educational events.

Score: This Section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 9: DETAILED BUDGET REVIEW

The respondent shall demonstrate its understanding of the costs associated with operating and maintaining the Registry and education program, in accordance with all requirements of **Attachment B**, Scope of Services. The respondent should provide narrative to support the pricing information submitted in **Exhibit A-7**, Detailed Budget – Operations and Maintenance.

Additionally, the respondent shall demonstrate its ability to control Registry and education program costs with only voluntary contributions, as described in **Attachment B**, Scope of Services.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's understanding of the costs associated with operating and maintaining the Registry and education program, in accordance with all requirements of **Attachment B**, Scope of Services, as demonstrated within **Exhibit A-7**, Detailed Budget – Operations and Maintenance, and narrative information submitted for this SRC.
2. The adequacy of the respondent's ability to control Registry and education program costs with only voluntary contributions, as described in **Attachment B**, Scope of Services, as demonstrated within **Exhibit A-7**, Detailed Budget – Operations and Maintenance, and narrative information submitted for this SRC.

Score: This Section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 10: INFORMATION TECHNOLOGY

The respondent shall describe its proposed data system and program, and how well it conforms to professional industry standards and specifications, particularly in the areas of data input, storage, and transfer.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's description of how the transition of the organ and tissue donor registry will occur with both the Department of Highway Safety and Motor Vehicles (DHSMV) and the Agency for Health Care Administration (Agency).
2. The adequacy of the respondent's description of how the respondent's system will interface with the DHSMV system to assure seamless coordination and cooperation between systems.
3. The adequacy of the respondent's description of the technological mechanism for implementing an on-line donor and tissue registry to include tracking and reporting the number of persons who sign a donor registry and/or contribute to the trust fund.
4. The adequacy of the respondent's description of how internal quality control and quality assurance will occur.
5. The adequacy of the respondent's description of statistically sound methodologies to evaluate beneficiary outcomes and satisfaction levels.

Score: This Section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 11: SYSTEMS, SECURITY, AND CONFIDENTIALITY

The respondent shall describe its protocols and internal procedures for ensuring system security and the confidentiality of personally identifiable data and disaster recovery, as described in **Attachment B**, Scope of Services, **Section X**, Special Provisions, **Section XII**, Information Technology, and **Section XIII**, Disaster Recovery.

Response:

Evaluation Criteria:

1. The adequacy of the respondent's information describing how protocols and internal procedures will ensure system security and the confidentiality of donor identifiable information and donations.
2. The adequacy of the respondent's description of its disaster recovery plan and ability to resume service with minimal disruption.
3. The adequacy of the respondent's information detailing capacity (hardware, software, and personnel) to access and generate all data and reports needed for this program.
4. The adequacy of the respondent's description of how it will maintain current and historical demographic information.

Score: This Section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each. A score of 0 will be assigned if the component is not met.

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EXHIBIT A-4

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS (TECHNICAL RESPONSE)

SRC 12: SECURITY RATING REQUIREMENTS

In accordance with **Attachment B**, Scope of Services, **Section XII.**, Information Technology, **Sub-Section T.**, the Agency will conduct an initial IT security risk score scan on the respondent, using the “Cyber Rating” as provided by RiskRecon by Mastercard, as well as periodic or continuous security monitoring, at the Agency's expense, to enable the Agency to effectively measure and mitigate the successful respondent's security risks. If awarded, the respondent will work with the Agency's Cyber Security Rating Provider (RiskRecon by Mastercard) to define the relevant respondent assets providing Agency services.

NOTE: The respondent is not required to submit any narrative response or documentation for this SRC.

Evaluation Criteria:

The adequacy of the Respondent's IT security by determining whether the Respondent has received:

- a. An “A” Cyber Rating by RiskRecon by Mastercard;
- b. A “B” Cyber Rating by RiskRecon by Mastercard;
- c. A “C” Cyber Rating by RiskRecon by Mastercard; and
- d. A “D” or “F” Cyber Rating by RiskRecon by Mastercard.

Score: This Section is worth a maximum of 5 raw points as outlined below. If the respondent receives a “D or F” rating, 0 points will be assigned:

- a. 5 points for an “A” Cyber Rating;
- b. 4 points for a “B” Cyber Rating;
- c. 3 points for a “C” Cyber Rating; and
- d. 0 points for a “D” or “F” Cyber Rating.

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AHCA RFQ 015-25/26

Exhibit A-5

Cost Proposal

Where indicated in the table below, the Respondent shall propose a fixed cost for Implementation, as specified in **Attachment B**, Scope of Services.

Implementation Costs (Upon Contract Execution – 3 months)	
Proposed Fixed Cost for Implementation	\$ _____

Prospective Vendor's Name

Name and Title of Authorized Official

Signature of Authorized Official

Date

EXHIBIT A-5, COST PROPOSAL, SHALL NOT INCLUDE A COST THAT EXCEEDS THE NOT-TO-EXCEED AMOUNT LISTED IN **ATTACHMENT A**, INSTRUCTIONS AND SPECIAL CONDITIONS, **SECTION A.1.**, INSTRUCTIONS, **SUB-SECTION A.**, OVERVIEW, **ITEM 13.**, TYPE AND AMOUNT OF CONTRACT CONTEMPLATED.

A RESPONSE WHICH CONTAINS A COST PROPOSAL THAT EXCEEDS THE AGENCY'S NOT-TO-EXCEED AMOUNT WILL BE REJECTED.

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EXHIBIT A-6
DETAILED BUDGET - IMPLEMENTATION COSTS

The following proposed detailed budget shall include costs required for implementation of the Registry and education program, in accordance with Attachment B, Scope of Services. The total cost of all expenses proposed in the Detailed Budget should not exceed the total cost submitted by the respondent in Exhibit A-5, Cost Proposal.

DESCRIPTION OF EXPENSES	IMPLEMENTATION
DIRECT PERSONNEL	
Salaries:	\$0.00
Total Salaries Expense:	\$0.00
Temporary Personnel Services:	\$0.00
Contracted Personnel:	\$0.00
Other Personnel:	\$0.00
Other Personnel:	\$0.00
Insert Additional Rows as Needed	
TOTAL DIRECT PERSONNEL:	\$0.00
OTHER DIRECT	
Software, Hardware:	\$0.00
Advertising:	\$0.00
Licensing:	\$0.00
Legal, Taxes, Miscellaneous:	\$0.00
Other Direct:	\$0.00
Other Direct:	\$0.00
TOTAL OTHER DIRECT*:	\$0.00
CAPITAL	
Computer Equipment:	\$0.00
Installation/Construction:	\$0.00
Other Capital:	\$0.00
Other Capital:	\$0.00
TOTAL CAPITAL*:	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00
TOTAL OTHER DIRECT:	\$0.00
TOTAL CAPITAL:	\$0.00
TOTAL CONTRACT EXPENSES*:	\$0.00

Respondent Name

Date

Authorized Official Signature

Authorized Official Printed Name

Authorized Official Title

EXHIBIT A-7
DETAILED BUDGET - OPERATIONS MAINTENANCE

The following proposed detailed budget shall include costs required for operations and maintenance (O&M) of the Registry and education program, in accordance with Attachment B, Scope of Services, following the implementation of the Registry.

DESCRIPTION OF EXPENSES	YEAR ONE O&M	YEAR TWO O&M	YEAR THREE O&M	YEAR FOUR O&M	YEAR FIVE O&M
DIRECT PERSONNEL					
Salaries:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries Expense:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Personnel Services:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insert additional rows as needed					
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT					
Software, Hardware:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licensing:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal, Taxes, Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL					
Computer Equipment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Installation/Construction:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CONTRACT EXPENSES*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT A-7
DETAILED BUDGET - OPERATIONS MAINTENANCE

DESCRIPTION OF EXPENSES	RENEWAL YEAR ONE O&M	RENEWAL YEAR TWO O&M	RENEWAL YEAR THREE O&M	RENEWAL YEAR FOUR O&M	RENEWAL YEAR FIVE O&M
DIRECT PERSONNEL					
Salaries:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries Expense:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Personnel Services:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Personnel:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insert additional rows as needed					
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT					
Software, Hardware:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licensing:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal, Taxes, Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL					
Computer Equipment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Capital:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT PERSONNEL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER DIRECT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CONTRACT EXPENSES*:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**EXHIBIT A-7
DETAILED BUDGET - OPERATIONS MAINTENANCE**

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

*The Agency reserves the right to request the return of any hardware, software, equipment and furniture purchased by the successful Vendor using funds from the resulting Contract. In the event the Agency does not desire to have the hardware, software, equipment and furniture returned, the successful Vendor may retain said ownership.

Exhibit A-7, Detailed Budget, should not include costs that exceed the estimated contract amount listed in Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section A., Overview, Item 13., Type and Amount of Contract Contemplated.

Failure to submit, Exhibit A-7, Detailed Budget, signed by an authorized official may result in the rejection of response.

EXHIBIT A-8

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

In the event of Identical or Tie Bids/Proposals: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tied awards will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

EXHIBIT A-9
PAST PERFORMANCE - CLIENT REFERENCE FORM

Respondent Name: _____

The respondent shall provide two (2) separate and verifiable, **Non-Agency** client references, on the following pages. The clients listed must be for work similar in nature to that specified in this solicitation. The same client may not be listed for more than one (1) reference, and confidential clients shall not be included. In the event the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at that time must be provided in the space provided for Respondent Name.

The Agency's Procurement Officer or designated Purchasing staff will make up to three (3) attempts to contact each of the client references provided by the respondent to complete the Evaluation Questionnaire for Past Performance (see below). The Procurement Officer will record the scores given by each client reference. If the Procurement Officer is unable to contact a client reference to complete the Evaluation Questionnaire for Past Performance, the respondent shall receive an evaluation score of zero (0) for that Client Reference.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this solicitation and will receive an evaluation score of zero (0) for that Client Reference. Entities having an affiliation with the respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Past Performance references under this solicitation.

Responses which do not contain client references will receive a score of zero (0) for the past performance evaluation component.

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**EXHIBIT A-9
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**NON-AGENCY
CLIENT REFERENCE #1**

Respondent Name:

Client's Name:

Address:

Client Representative Name:

Title:

Telephone No.:

Email:

Contract Performance Period:

Location of Services:

Brief description of the services performed by the respondent for this client:

**EXHIBIT A-9
PAST PERFORMANCE - CLIENT REFERENCE FORM**

**NON-AGENCY
CLIENT REFERENCE #2**

Respondent Name:

Client's Name:

Address:

Client Representative Name:

Title:

Telephone No.:

Email:

Contract Performance Period:

Location of Services:

Brief description of the services performed by the respondent for this client:

EXHIBIT A-9
PAST PERFORMANCE - CLIENT REFERENCE FORM

Evaluation Questionnaire for Past Performance

Questions that are not scored by the Client Reference according to the rating scale provided, will receive a score of zero (0) for the question.

Respondent Name: _____

Non-Agency Client's Name: _____

Client Representative Name: _____

Title: _____

Telephone No.: _____

Email: _____

1. Briefly describe the services the respondent performed for your organization:
2. Define the relationship between the respondent and the client reference as one of the following: (circle one) Prime Vendor; or Subcontractor.

	Score
3. How would you rate the Contract implementation with this respondent? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
4. How would you rate the respondent's customer service to clients? (Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1)	
5. Did the respondent consistently meet all of its performance/milestones deadlines? (Yes = 5; No = 0)	
6. Did respondent staff maintain open lines of communication with your organization? (Yes = 5; No = 0)	
7. Did the respondent's project/contract manager effectively manage the Contract? (Yes = 5; No = 0)	
8. Was the respondent's staff responsive to technical direction from your organization? (Yes = 5; No = 0)	
9. Did the respondent go beyond the call of duty to resolve urgent issues/concerns expediently? (Yes = 5; No = 0)	
10. Was the respondent's staff knowledgeable of the Contract requirements and scope of work? (Yes = 5; No = 0)	
11. Was the respondent proactive in developing/recommending improvements for increasing the efficiency of processes? (Yes = 5; No = 0)	
12. Would you contract with this respondent again? (Yes = 5; No = 0)	
Total Score:	

Client Reference Verified by:

Name (printed)

Title

Signature

Date

**ATTACHMENT B
SCOPE OF SERVICES**

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Exhibits

Attachment B - Exhibit B-1, Deliverables and Performance Standards

ATTACHMENT B SCOPE OF SERVICES

I. Service(s) to be Provided

A. Background

The Vendor shall develop and operate a web-based organ and tissue donor registry for the State of Florida coupled with a public organ and tissue donor education initiative ("Program"). In accordance with Section 5, Chapter 2008-223, Laws of Florida (Committee Substitute for Senate Bill No. 2630), the Agency for Health Care Administration (Agency), in cooperation with the Department of Highway Safety and Motor Vehicles (DHSMV), intends to increase the number of organ donors and afford more persons who are awaiting organ or tissue transplants the opportunity for a full and productive life. The registry is designated as the 'Joshua Abbott Organ and Tissue Registry'.

The Organ and Tissue Donor Registry is presently maintained by the Agency in cooperation with the DHSMV as previously authorized in Sections 765.510-765.546, Florida Statutes. The Organ and Tissue Donor Registry receives written "donor wills" from the DHSMV and other sources, such as organ procurement organizations, civic groups or individual registrants throughout the State of Florida, which are then individually scanned, indexed and electronically linked with a corresponding donor record in the registry.

B. Overview/Purpose

Chapter 2008-223, Laws of Florida now specify that the Agency and the DHSMV be relieved of maintaining the registry and that a Vendor be responsible for development, implementation and maintenance of a new web-based registry, hereinafter referred to as "Registry," that will provide on-line registration and recording of donor records through the DHSMV's driver's license identification program. The Registry must provide access to donation records twenty-four (24) hours a day, seven (7) days a week for both donors and organ procurement organizations and must be accessed through secure methods to ensure integrity of the data. The Vendor shall operate an educational program that informs medical professionals, law enforcement agencies and officers, other state and local government employees, high school students, minorities and the public about the laws related to anatomical gifts. The Vendor shall also maintain continuing educational programs and generate all data and reports as needed. The Vendor shall have provisions to update the Registry from organ donor applications received from providers other than the DHSMV. The Vendor shall maintain information technology to fully manage and report on the Program as described herein.

Pursuant to Sections 320.08047 and 322.08, Florida Statutes, the costs of the Program shall be paid by the Health Care Trust Fund and the resulting Contract for the Program shall be administered by the Agency. The Vendor is authorized to receive voluntary contributions to further fund the costs associated with developing, implementing and maintaining the Program. In doing so, the Vendor shall in no way represent itself as an employee, agent or representative of the State of Florida.

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**ATTACHMENT B
SCOPE OF SERVICES**

C. Order of Precedence

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA RFP 015-25/26, including all addenda and the Vendor's Response to AHCA RFP 015-25/26. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. This Contract, including all attachments, exhibits and any subsequent amendments; AHCA RFP 015-25/26, including all addenda; and
2. The Vendor's Response to AHCA RFP 015-25/26.

II. Manner of Service(s) Provision

A. Services Provided by the Agency

The Agency will provide oversight, monitoring, and coordination with DHSMV as needed.

B. Services Provided by the Vendor

1. General

The Vendor shall develop, implement and maintain the on-line and secure web-based donor Registry in both English and Spanish, as well as implement an enhanced and broad donor education initiative that will help ensure the goal of the Agency and DHSMV to increase the number of organ and tissue donors registered in the State of Florida. The Vendor shall have the capacity, including hardware, software, and personnel sufficient to implement, develop and maintain the Registry, and develop and carry out related educational initiatives including the development and distribution of educational and promotional materials, and community outreach events and activities.

The Vendor shall provide transitional support to the Agency and the DHSMV if the Vendor is unable to fulfill all contractual obligations and/or is unable to maintain the donor registry.

2. Registry

The Registry shall allow Internet access twenty-four (24) hours a day, seven (7) days a week for individuals to log on; create a secure account with a user name and password; enter donor information to include demographics, donor preferences and limitations and contact data; and re-access the Registry to review the record, edit and/or update the record or delete the record. The Vendor must also assure that the web-based Registry is accessible to organ procurement organizations and eye or tissue banks.

3. Educational Initiatives

The Vendor shall be responsible for all educational events and activities that may be held and shall provide and distribute all organ, donor educational and promotional material for the events, as well as document the number of event attendees. The Vendor should use community resources and volunteers, when available, to support the educational program. The Vendor is authorized to coordinate with the head of a State Agency or other political subdivision of the State, or his or her designee, to establish convenient times, dates, and locations for educating that entity's employees.

ATTACHMENT B SCOPE OF SERVICES

The Vendor shall provide links to informational/educational websites relevant to organ donations, develop and implement educational initiatives statewide, and coordinate informational/educational efforts with existing organ procurement organizations and eye or tissue banks.

4. Staffing

The Vendor shall provide qualified and experienced staff to administer the Program. This staff must have experience in implementing on-line registry services and educational training in both English and Spanish and evaluating the outcome of those services and programs.

The Vendor's staff shall meet with the Agency Contract Manager, other Agency staff and the DHSMV staff to discuss and resolve issues as they present themselves, track issues, and resolve those issues by due dates specified by the Agency and/or the DHSMV.

5. Quality Assurance

The Vendor shall have a quality assurance system in place to assess quality, employee and subcontractor work performance, improvement requirements and to monitor the appropriateness and effectiveness of the registry management services and educational initiative. The Vendor shall implement a corrective action plan when problems are identified with either the registration process or educational initiative, including any technological problems that may arise with the web-based enrollment system.

6. Complaints

The Vendor shall maintain a plan for handling complaints regarding the web-based registration process and/or educational initiatives as received by any affected parties. The Vendor shall respond to any complaint within seven (7) business days. (Business days are hereby defined as Monday through Friday from 8:00 a.m. through 5:00 p.m. EST or EDT as appropriate, excluding State of Florida observed holidays.)

7. Implementation Plan

The Vendor shall prepare and execute a final implementation plan. The final implementation plan shall be submitted to the Agency and the DHSMV no later than thirty (30) calendar days following the execution of this Contract. The final implementation plan shall be based upon the requirements of this Contract and coordinated with the Agency and the DHSMV to ensure readiness to complete required tasks by dates specified in this Contract. The final implementation plan shall be based on the preliminary implementation plan submitted by the Vendor in its response to the RFP resulting in this Contract. The final implementation plan shall outline in detail all steps necessary for the Vendor to establish an on-line donor registry and educational program, including but not limited to:

- A timeline for implementing Program components of both the Registry and the educational initiative;
- Identification of any potential barriers to the timely implementation of the Program and proposed methods for overcoming them; and
- Identification of any expected assistance needed from the DHSMV or the Agency in designing and implementing the Program.

ATTACHMENT B SCOPE OF SERVICES

C. Deliverables

1. Program deliverables and due dates for the completion of those deliverables are described in **Exhibit B-1**, Deliverables and Performance Standards, to this Attachment.
2. The approximate amounts are based on historical accounts of voluntary donations collected for the Organ and Tissue Donor Registry. Donations are collected at Florida Department of Highway Safety and Motor Vehicle (DHSMV) sites throughout the state. DHSMV deposits one hundred percent (100%) of the donations collected quarterly into the Agency's Health Care Trust Fund.
3. The Agency's Contract Manager provides the deposited amount to the Vendor who in turn invoices the Agency for the exact dollar amount of the quarterly donations that were deposited for that period.
4. The Agency reserves the right to revise **Exhibit B-1**, Deliverables and Performance Standards, to coordinate with the resulting Contract execution date.

D. Monitoring and Reporting

The Vendor shall develop a mechanism for monitoring the success of both the Registry and the educational component through coordination with the DHSMV. This shall include a mechanism for tracking the number of persons who sign up on the web-based donor registry monthly, and identifying the effectiveness of the educational efforts by surveying donors about the way they became aware of the Registry. The Vendor shall also be responsible for any and all other administrative and monitoring duties as necessary in order to achieve Program objectives.

The Agency will monitor Vendor performance through review of reports, audits, inspections, and evaluation of deliverables. Failure to meet performance standards will subject the Vendor to financial consequences as outlined in **Exhibit B-1**.

The Vendor shall provide monthly, quarterly, annual, and ad hoc reports in formats approved by the Agency. Reports shall include donor registry enrollment data, demographics, contributions, educational activities, and evaluations.

1. General Reporting Requirements

The Vendor shall adhere to reporting requirements included in this Section. The Agency reserves the right to direct the Vendor to amend or update its reports and/or report formats in accordance with the best interests of the Agency and at no cost to the Agency. The Agency will notify the Vendor of such modification, in writing.

All electronic transmission of reports and supporting documentation containing Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) must be encrypted to meet the HIPAA privacy standards. Unless otherwise directed by the Agency, all electronic reports shall be formatted utilizing Microsoft Word or Excel, version 2013 or greater. Supporting documentation may be submitted in Adobe PDF format. The Vendor shall maintain the capability to upgrade its electronic report format as directed by the Agency.

Report formats shall be finalized and approved by the Agency no later than thirty (30) calendar days after execution of the Contract resulting from this solicitation, unless otherwise agreed to by the Agency.

ATTACHMENT B SCOPE OF SERVICES

The Vendor shall develop reports, using formats approved in advance by the Agency, complying with the requirements established by the Agency. When reporting requirements are not established in this solicitation or the resulting Contract, the Agency shall provide the Vendor with instructions and submission timetables. The Agency reserves the right to modify reporting formats and submission timetables resulting from changing priorities or management direction.

All reports shall be developed and produced at no cost to the Agency.

2. Monthly Reporting

- a. In preparation and execution of the final implementation plan associated with developing the registry and education plan, the Vendor shall submit monthly reports during the first quarter of the Contract. The monthly status reports shall include the following:
 - 1) A summary of the development of the web-based organ donor registry.
 - 2) A summary of the various educational efforts made during the previous month.
 - 3) An accounting of the voluntary contributions received to help support the Registry and provide education.
 - 4) A summary or listing of educational efforts planned for the current month.
- b. Monthly reports shall be due by the 10th business day following the end of the month.

3. Quarterly Reporting

- a. The Vendor shall submit quarterly reports. For purposes of the resulting Contract, quarterly reporting will be based on resulting Contract year quarters. At a minimum, quarterly reports shall include the following :
 - 1) The quarterly reports shall include a summary of the demographic characteristics of donors as determined from Registry information.
 - 2) A summary of the various educational efforts made during the previous quarter and a copy of the materials used.
 - 3) An accounting of the voluntary contributions received to help support the Registry and provide education.
 - 4) The quarterly reports shall also provide, at a minimum, a summary or listing of at least three (3) prescheduled educational initiatives planned for the upcoming quarter.
- b. Quarterly reports shall be due by the 10th business day following the end of the preceding quarter.

4. Annual Reporting

- a. The Vendor shall submit an annual report to the Agency. At a minimum, annual reports shall include the following:

ATTACHMENT B SCOPE OF SERVICES

- 1) The number of donors in the Registry and an analysis of the registration rates by location and method of registration.
 - 2) The demographic characteristics of donors as determined from Registry information.
 - 3) An audited accounting of voluntary contributions received by the Vendor.
 - 4) A description of the educational campaigns and initiatives implemented during the year and an evaluation of their effectiveness in increasing enrollment on the registry.
 - 5) Quality and technical improvement measures, if needed.
 - 6) Comparison data to assist in determining the success of the program.
- b. Annual reports shall be due to the Agency by December 31 of each year.

5. Ad Hoc Analysis and Reports

- a. The Agency reserves the right to request the Vendor to conduct ad hoc analyses and provide ad hoc reports. In such instances, the Agency will make the request in writing and will establish a deadline for submission.
- b. The Vendor shall provide ad hoc analyses and reports on an as needed basis at no additional cost to the Agency. Ad hoc analyses and reports may be requested on any aspect of the data collected by the Vendor.
- c. Ad hoc reports shall be submitted to the Agency within fourteen (14) calendar days from the time of the request, unless the Agency directs the Vendor to provide the data or information in less than fourteen (14) calendar days.
- d. At the Agency's request, the variables calculated as part of ad hoc reports may be required for inclusion in standard reports.

E. Monitoring by Vendor

The Vendor shall ensure that each employee or subcontractor who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract. To report concerns, the Vendor employee or subcontractor may contact the Agency Complaint Hotline by calling 1-888-419-3456 or by completing the online complaint form found at <http://apps.ahca.myflorida.com/hcfc>. Reports that reflect noncompliance shall be reported to the Agency within ten (10) days of the observation.

III. Method of Payment

Payments made to the Vendor shall be determined by the amount of voluntary contributions received by the Agency. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1, Deliverables and Performance Standards**.

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A. Invoicing

1. Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager no later than the 10th business day following the reporting quarter and Agency approval of deliverable(s).

Invoice(s) shall include, at a minimum:

- a. Invoice date;
 - b. Invoice number;
 - c. Agency's Contract number;
 - d. Description of the services rendered;
 - e. Date(s) on which services were rendered;
 - f. Payment remittance address; and
 - g. Other supporting documentation as requested by the Agency.
2. The Vendor shall not charge the State for any travel expenses related to any portion of this Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, Florida Statutes (F.S.)
 3. Payments will be authorized only for services that are in accordance with the terms and conditions of this Contract.
 4. Appropriate documentation as determined by the Agency shall be submitted to support invoices
 5. Invoices shall not be approved for payment by the Agency until reports and deliverables from the Recipient are received as specified in this Contract.

B. Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

If the Vendor is unable to meet the invoice submission deadlines specified in this Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

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C. Financial Consequences as Liquidated Damages

1. Performance Standards and Liquidated Damages

- a. The Vendor shall comply with all requirements and performance standards set forth in the Contract.
- b. The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency.
- c. The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 1**, Performance Standards and Liquidated Damages, below.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Performance Bond	
A performance bond in the amount of ten percent (10%) of the total annual amount of the Contract shall be furnished to the Agency by the Vendor within thirty (30) calendar days after execution of the Contract and prior to commencement of any work under the Contract.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
A performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year and be in the amount of ten percent (10 %) of the current annual Contract amount.	\$500.00 per calendar day for each calendar day after the due date until an acceptable performance bond is furnished to the Agency.
HIPAA	
The Vendor shall comply with the provisions of Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinical Health (HITECH).	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release PHI.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.

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TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Security Rating Score	
The Vendor shall obtain a security rating score from the Agency's selected information security rating service annually and maintain an "A" or "B" security rating score.	\$5,000.00 per occurrence, and \$250.00 per calendar day until the Vendor obtains the annual security rating score. An additional \$2500.00 if the Vendor does not have an "A" or "B" security rating score within three (3) months after an initial failure notification by the Agency.
Information Security Compliance Documentation	
Annually submit information security compliance documentation (SOC2 Type II) as agreed upon, in writing, between the Vendor and the Agency by [October 1 st] of each Contract year.	\$1,000.00 per calendar day for each calendar day beyond the due date.
Corrective Action Plan	
The Vendor shall comply with the requirements as outlined in Attachment B, Scope of Services, Section VII. Corrective Action Plan (CAP). Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	\$500.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.
Services (This section is reserved for contract specific services that are not detailed in a specific deliverable)	
Unscheduled system unavailability shall not exceed one percent (1%) per month on any given month during the hours and days of operation. Scheduled system unavailability shall not exceed one-half percent (0.5%) per month on any given month during the same hours.	\$5,000.00 per month that the unavailability rate exceeds this threshold.
Implement the approved Corrective Action Plan (CAP) by the Agency specified date.	\$500.00 per calendar day for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

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2. Disputes

- a. To dispute liquidated damages, sanctions and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Health Quality Assurance or designee, hear and decide the dispute.
- b. The Vendor must submit a written dispute directly to the Deputy Secretary, listed below, or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted). This submission must be received by the Agency within twenty-one (21) calendar days after the issuance of liquidated damages, sanctions and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under the Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

Deputy Secretary for Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 32
Tallahassee, FL 32308

Regardless of whether delivered by U.S. mail or commercial courier service, appeals or disputes not delivered to the address above will be denied.

- c. The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of liquidated damages, sanctions and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the liquidated damages, sanctions and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the liquidated damages, sanctions and/or contract interpretations in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).
- d. The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
- e. The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

IV. Attorney's Fees

In the event of a dispute, each party to this Contract shall be responsible for its own attorneys' fees, except as otherwise provided by law.

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V. Legal Action Notification

The Vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the Vendor by any subcontractor, vendor, or other party that results in litigation related to this Contract for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

VI. Damages for Failure to Meet Contract Requirements

In addition to remedies available through this Contract, in law or equity, the Vendor shall reimburse the Agency for any Federal disallowances or sanctions imposed on the Agency as a result of the Vendor's failure.

VII. Corrective Action Plan (CAP)

- A.** If the Agency determines that the Vendor is out of compliance with any of the provisions of this Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
- B.** The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
- C.** The Vendor shall implement the CAP only after Agency approval.
- D.** The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
- E.** If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.

VIII. Performance Bond

- A.** A performance bond in the amount specified in **Table 2**, Performance Bond Requirements, below, shall be furnished to the Agency by the Vendor for the specified Contract term.

TABLE 2 PERFORMANCE BOND REQUIREMENTS		
Contract Term	Estimated Annual Contract Amount	Performance Bond Amount (10%)
Year 1	TBD	TBD
Year 2	TBD	TBD
Year 3	TBD	TBD
Year 4	TBD	TBD
Year 5	TBD	TBD
Renewal Year 1	TBD	TBD
Renewal Year 2	TBD	TBD

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Renewal Year 3	TBD	TBD
Renewal Year 4	TBD	TBD
Renewal Year 5	TBD	TBD

B. Performance Bond Requirements

1. The initial performance bond shall be furnished to the Agency's Procurement Office within thirty (30) calendar days after execution of this Contract and prior to commencement of any work under this Contract.
2. Thereafter, the performance bond shall be furnished on an annual basis, thirty (30) calendar days prior to the new Contract year.
3. The initial performance bond shall be in the amount of ten percent (10%) of the current annual Contract amount and shall be submitted to the Agency's Procurement Office at:

**Agency for Health Care Administration
Bureau of Purchasing and Contract Administration
2727 Mahan Drive, Mail Stop 15
Tallahassee, FL 32308**

4. A copy of all performance bonds shall be submitted to the Agency's Contract Manager.
 5. The performance bond must not contain any provisions that shorten the time for bringing an action to a time less than that provided by the applicable Florida Statute of Limitations. (See Section 95.03, F.S.)
- C.** No payments will be made to the Vendor until an acceptable performance bond is furnished to the Agency. The performance bond shall remain in effect for the full term of this Contract, including any renewal period. The Agency shall be named as the beneficiary of the Vendor's bond. The bond shall provide that the insurer(s) or bonding company(ies) pay losses suffered by the Agency directly to the Agency.
- D.** The cost of the performance bond will be borne by the Vendor.
- E.** Should the Vendor terminate this Contract prior to the end of this Contract period, an assessment against the bond will be made by the Agency to cover the costs of selecting a new Vendor. The Vendor agrees that the Agency's damages in the event of termination by the Vendor shall be considered to be for the full amount of the bond. The Agency need not prove the damage amount in exercising its right of recourse against the bond.

IX. Contract Transition

- A.** At the time of this Contract's completion, the Vendor shall cooperate with the Agency in transitioning responsibilities of this Contract to the Agency or another vendor.
- B.** The Vendor shall deliver to the Agency, or its authorized representative, all Contract-related records and data in a format specified by the Agency, within sixty (60) calendar days from the expiration or termination of this Contract. This obligation survives termination of this Contract.
- C.** Prior to the ending or termination of this Contract, the Vendor shall meet with the new vendor or the Agency's designated representative(s) to develop a HIPAA compliant, written agreement that

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sets forth how the entities will cooperate to ensure an effortless transition. The agreement must be approved by the Agency prior to execution and shall include at a minimum, the following:

1. Designated point of contact for both entities;
2. A calendar of regularly scheduled meetings;
3. A detailed list of data that will be shared;
4. A mechanism and timeframe for transmitting records and data from the Vendor's system;
5. A mechanism and timeframe for transmitting documents produced under this Contract, as requested by the Agency;
6. A clear description of the mutual needs and expectations of both entities; and
7. Identification of risks and barriers associated with the transition of services to a new vendor and solutions for overcoming them.

X. System Functionality

- A. The Vendor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this Contract.
- B. The Vendor shall comply with HIPAA and the HITECH Act.
- C. The Vendor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
- D. The Vendor shall ensure the solution integrates with the Agency's enterprise Identity and Access Management (IAM) solution using SAML 2.0 or OpenID Connect (OIDC) compliant protocols, with group-based and attribute-based claims to support role assignment and access control.
- E. The Vendor shall deploy and operate the Registry within a dedicated Agency-owned or Agency-controlled cloud instance. Where a Software as a Service (SaaS) platform is used, the Vendor shall ensure a dedicated Agency instance is provisioned with the Agency retaining full ownership and administrative control of all data, configurations, and associated intellectual property. All State Data shall be processed and stored exclusively in data centers located within the forty-eight (48) contiguous United States. The Vendor shall ensure the Agency can export all Registry data in an Agency-specified format at any time during the contract term and upon termination. The Vendor shall ensure an annual SOC 2 Type II audit is performed on the hosting environment and shall provide a copy of the most recent audit report to the Agency.

XI. Special Provisions

- A. The Agency shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor as it pertains to the objectives of the Program.
- B. Links pertaining to Organ Donor information:

http://laws.flrules.org/files/Ch_2008-223.pdf;

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http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=765.514&URL=0700-0799/0765/Sections/0765.514.html;

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=765.5155&URL=0700-0799/0765/Sections/0765.5155.html;

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=765.51551&URL=0700-0799/0765/Sections/0765.51551.html;

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=765.516&URL=0700-0799/0765/Sections/0765.516.html; and

<http://www.flhsmv.gov/ddl/DPPAInfo.html>

XII. Information Technology

- A.** The Vendor shall have the necessary information technology (IT) resources needed to fully manage the product required in this Contract.
- B.** Agency Contract Managers shall be responsible for submitting and managing Vendor staff requests or needs for access connectivity to the Agency's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Agency policies, standards and guidelines. The Vendor shall notify the Agency of termination of any staff with access to the Agency's network within twenty-four (24) hours of the termination.
- C.** Vendor staff that have access to connectivity to the Agency's data communications network shall be required to complete Agency Security Awareness Training and Agency HIPAA Training. The Vendor shall also be required to sign an Acceptable Use Acknowledgement Form and submit the completed form to the Agency's Information Security Manager (ISM). The requirements described in this Item must be completed before access to the Agency's network is provided.
- D. Development Requirements**

This Sub-Section is applicable if the Vendor solution or service includes interoperability with the Agency's information technology enterprise.

- 1.** The Vendor shall provide the Agency, providers, and others as identified in this Contract, with the necessary software to execute the requested system.
- 2.** The Vendor's software when implemented, shall meet the implementation day's industry's best practices and standards NIST (National Institute for Standards and Technology), and W3C (World Wide Web Consortium) which includes development tools.
- 3.** The Vendor shall develop a system that allows Agency staff to access the system from the Agency network and mobile devices.
- 4.** The Vendor shall allow Agency access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format.

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5. The Vendor's architecture and design document will be reviewed by the Agency's Division of IT before coding starts. This will require a personal presentation by the Vendor's architect(s).
6. Comments will be used in the code to help other developers to understand the coding methodology/logic that was used.
7. Proper exception handling is required.
8. Logging and Auditing may be required for some systems.
9. Usage of Session and Cache should be limited.
10. Hard coded values are not allowed for referencing the shared resource address and name. This includes: URL (Uniform Resource Locator) name, file path, email address, database connection string, etc.
11. The website shall be Section 508 compliant and follow W3C industry standards and best practices.
12. The website shall contain the Agency header and footer that are currently on ahca.myflorida.com.
13. Chrome, Firefox, Safari and Microsoft Edge are the most commonly used browsers. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium, <http://www.w3.org/>. The Vendor shall deploy the system to be browser agnostic while keeping up with the most current versions of Internet browser releases in coordination with the Agency's Division of IT standards. Compatibility is required by the Vendor with all supported versions within six (6) months of the browser's official release.
14. All code shall be submitted to the Agency by the Vendor for standards review prior to user testing. This code review requires a personal presentation by the Vendor's coder(s).
15. The Vendor's test plan shall be prior approved by the Agency's Division of IT. The system will be tested on and off site using different browsers and different devices.
16. The documents listed below are required as part of the Vendor's application development:
 - a. Architecture design;
 - b. Security model;
 - c. Technical specifications;
 - d. Database entity relationship diagram;
 - e. Data Dictionary;
 - f. User documentation;
 - g. Test plan;

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- h.** Deployment plan; and
- i.** Maintenance requirements.

E. Below is the Agency's current environment:

- 1.** HIPAA and CJIS (Criminal Justice Information System) compliance;
- 2.** Microsoft office;
- 3.** SQL (Structured Query Language) server;
- 4.** Microsoft Azure and Office 365;
- 5.** SFTP (Secure File Transfer Protocol);
- 6.** WEB Services;
- 7.** MVC (Model View Controller);
- 8.** C#;
- 9.** Azure DevOps
- 10.** WEB Applications;
- 11.** Laserfiche;
- 12.** SharePoint;
- 13.** SSL (Secure Sockets Layer) and TLS (Transport Layer Security); Mobile devices; and
- 14.** SSRS (SQL Server Report Services) and Tableau.

F. The Vendor must adhere and comply with the Agency's Division of IT standards regarding SSL Web interface(s) and TLS.

G. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.

H. The Vendor, its employees, subcontractors and agents shall provide immediate notice to the Agency Information Security Manager ("ISM") in the event it becomes aware of any security breach and any unauthorized transmission or loss of any or all of the data collected or created for or provided by the Agency ("State Data") or, to the extent the Vendor is allowed any access to the Agency's information technology ("IT") resources, provide immediate notice to the ISM, of any allegation or suspected violation of security procedures of the Agency. Except as required by law and after notice to the Agency, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing this Contract work according to applicable rules, including, but not limited to, Rule 60GG-2, Florida Administrative Code (FAC) and its successor regulation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency. After the conclusion of this Contract

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unless otherwise provided herein, the Vendor shall not be required to keep confidential information that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

- I. In the event of loss of any State Data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Agency at the Vendor's sole expense, in addition to any other damages the Agency may be entitled to by law or this Contract. In the event lost or damaged data is suspected, the Vendor will perform due diligence and report findings to the Agency and perform efforts to recover the data. If it is unrecoverable, the Vendor shall pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Vendor to the administrative sanctions for failure to comply with Section 501.171, F.S., together with any costs to the Agency of such breach of security caused by the Vendor. If State Data will reside in the Vendor's system, the Agency may conduct, or request the Vendor conduct at the Vendor's expense, an annual network penetration test or security audit of the Vendor's system(s) on which State Data resides. All Vendor personnel who will have access to State-owned Data will undergo the background checks and screenings described in this Contract.
- J. The Vendor shall ensure that call centers, Information Technology (IT) help desks or any other type of customer support provided directly under this Contract, shall be located only in the forty-eight (48) contiguous United States.
- K. The Vendor must conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS), the National Institute of Standards and Technology (NIST) publications, including but not limited to [Cybersecurity-Framework](#) and [NIST.SP.800-53r5](#).
- L. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to optimum performance.
- M. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify email and Internet spam and scams and restrict or track user access to appropriate websites.
- N. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to identify obstacles to detect and prevent hacking, intrusion and other unauthorized use of the Vendor's resources.
- O. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to prevent adware or spyware from deteriorating system performance.
- P. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to update virus blocking software daily and aggressively monitor for and protect against viruses.
- Q. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to monitor bandwidth usage and identify bottlenecks that impede performance.
- R. The Vendor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag recipient data to exclude Protected Health Information (PHI) from data exchanges as approved by the State, and to comply with recipient rights under the HIPAA privacy law for: 1) Requests for restriction of the uses and disclosures on PHI (45 Code of Federal

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Regulations (CFR) 164.522(a)); 2) Requests for confidential communications (45 CFR 164.522(b)); and 3) Requests for amendment of PHI (45 CFR 164.526). The Vendor must also enter into a Business Associate Agreement ("BAA") with the Agency. The provisions of the BAA apply to HIPAA requirements and in the event of a conflict between the BAA and the provisions of this **Sub-Section**, the BAA shall control. (See **Attachment II**, Business Associate Agreement).

- S.** The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.
- T.** The Agency may conduct an initial IT security risk score scan on the Vendor, as well as periodic or continuous security monitoring through an information security rating service, at the Agency's expense, to enable the Agency to effectively measure and mitigate the Vendor's security risks. The Vendor will work with the Agency's Security Rating Score Provider to define the relevant Vendor assets providing Agency services. If the Vendor does not maintain a top tier security rating score, the Agency will impose liquidated damage(s) and/or other applicable sanction(s).

XIII. Disaster Recovery

- A.** The Vendor shall maintain a disaster recovery plan that only allows for minimal disruption in service. The Vendor shall make all aspects of its disaster recovery plan available to the Agency at all times and within twenty-four (24) hours of the Agency's request.

 - 1.** The Vendor shall develop and maintain a disaster recovery plan for restoring the application of software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under this Contract. The disaster recovery plan shall define a Recovery Point Objective (RPO) of no greater than four (4) hours for all Registry data containing PHI or donor records. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the Vendor for the entire period of this Contract and submitted for review annually by the anniversary date of this Contract.
 - 2.** The Vendor shall maintain a disaster recovery plan for restoring day-to-day operations including alternative locations for the Vendor to conduct the requirements of this Contract. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements of this Contract.
 - 3.** The Vendor shall maintain database backups in a manner that shall eliminate disruption of service or loss of data due to system or program failures or destruction.
 - 4.** The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to this Contract effective date. The Agency shall review the Vendor's disaster recovery plan during the readiness review.
 - 5.** The Agency, at its discretion, reserves the right to direct the Vendor to amend or update its disaster recovery plan in accordance with the best interests of the Agency and at no additional cost to the Agency.

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6. The Vendor shall conduct an annual Disaster Recovery Plan test and submit results for review to the Agency in the annual plan submitted in compliance with **Section XIII., Disaster Recovery, Sub-Section A.1.**

B. Data Transmission and Security

1. The Vendor shall ensure system security and the confidentiality of donor identifiable information and donations by using its protocols and internal procedures.
 - a. The Vendor shall ensure that the operation of all of its systems is performed in accordance with Federal and State regulations and guidelines related to security and confidentiality and meet all privacy and security requirements of HIPAA regulations.
 - b. Any Protected Health Information (PHI) released shall be in accordance with HIPAA requirements as interpreted by the Agency and Agency policy.
 - c. The Vendor shall ensure all electronic mail communications that contain PHI are encrypted in accordance with HIPAA requirements and Agency policy. The Vendor shall encrypt all data that is submitted to the Agency in electronic format outside the Agency's firewall.
 - d. The Vendor shall use the Agency's encryption software when corresponding with the Agency via electronic mail. Any costs associated with obtaining the Agency's encryption software shall be at the Vendor's expense and at no cost to the Agency.
2. All deliverables provided by the Vendor shall be performed in accordance with professional industry standards and specifications as described in this Contract. DHSMV and the Agency require the use of information systems development methodology (ISDM) standards and guidelines as a reference for the Vendor's approach but reserve the right to modify the standards and guidelines solely at the discretion of the DHSMV and the Agency when there is a reasonable cause for the change.

C. Data Transfer and Security

1. Development language and data storage:
 - a. Data shall be managed with an enterprise level data base management system (DBMS) such as Oracle or Microsoft Standard Query Language (SQL) Server; and
 - b. The Application shall be developed using Microsoft.Net framework or other mainstream toolset.
2. Application security requirements:
 - a. The Vendor will adhere and comply with Agency Division of IT standards regarding Secure Sockets Layer (SSL) web interface(s) and Transport Layer Security (TLS);
 - b. The Vendor will comply with the current and up-to-date Internet browser version releases in coordination with Agency IT standards, including Microsoft Edge (Chromium-based), Apple's Safari, Mozilla's Firefox and Google Chrome browsers;

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- c. The Vendor will have a written disaster recovery plan and a documented disaster recovery exercise;
 - d. Use of passwords for all user accounts; and
 - e. The Vendor must adhere to the Driver Privacy Protection Act (DPPA) rules that address a memorandum of understanding and security requirements as well as other requirements contained in Rule.
- 3. Initial data load and subsequent input:
 - a. Initial donor data set will be provided by the Agency and shall contain approximately 8.1 million rows (records).
 - b. The Vendor shall provide a secure encrypted and properly authenticated web service whereby DHSMV can submit real-time updates to the Registry. The web service will be used (consumed) by DHSMV, a process of referencing and calling the web service provided by the Vendor. DHSMV will only send updates to the Vendor after the initial load of the Registry database.

XIV. Smartphone Applications

The Vendor shall receive written approval from the Agency Division of Information Technology before implementation of a smartphone application. If the Vendor uses smartphone applications (apps) to allow providers direct access to Agency-approved documents and/or content, the Vendor shall comply with the following:

- A. The smartphone application shall disclaim that the application being used is not private and that no PHI or Personally Identifiable Information (PII) should be published on this application by the Vendor or provider; and
- B. The Vendor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines such as OWASP [Open Web Application Security Project] Secure Coding Practices, available at <https://owasp.org/www-project-secure-coding-practices-quick-reference-guide/stable-en/01-introduction/05-introduction>.
 - 1. OWASP [Open Web Application Security Project] Secure Coding Principles: http://www.owasp.org/index.php/Secure_Coding_Principles;
 - 2. CERT Security Coding: <http://www.cert.org/secure-coding/>; and
 - 3. Top10SecuritycodingPractices: <https://www.securecoding.cert.org/confluence/display/seccode/Top+10+Secure+Coding+Practices>

XV. Social Networking

All social networking applications, platforms, tools, or media interactions and communications must be approved in writing by the Agency, prior to use. Any vendor using social networking applications and/or platforms is responsible and accountable for the safeguarding of PHI and all HIPAA Privacy Rule related information must be maintained and monitored.

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The Vendor shall develop and maintain social networking policies and procedures for permitted use and acceptable content, and a monitoring plan in accordance with this Contract. The policies and procedures and monitoring plan apply to all interactions/communications by the Vendor or its subcontractors with enrollees, providers and website requirements, when conducted through social networking applications, platforms, tools or media.

In addition to all other review and monitoring aspects of this Contract, the Agency, at its discretion, reserves the right to monitor or review the Vendor's monitoring of all social networking activity without notice.

The Vendor shall not conduct business relating to this Contract that involves the exchange of personally identifying, confidential, or sensitive information on the Vendor's social network application. The Vendor shall not post information, photos, links/URLs or other items online that would reflect negatively on any individual(s), its enrollees, the Agency or the State.

Any violations of this provision shall subject the Vendor to administrative action by the Agency as determined by the Agency.

XVI. Definitions and Acronyms

A. Definitions

Ad Hoc – A report designed for a specific purpose, case, or situation.

Agency — State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

Agency Information Technology (IT) Enterprise – Any interconnected system(s) or subsystem(s) or equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Agency.

Business Day – Traditional workday, including Monday, Tuesday, Wednesday, Thursday, and Friday. State holidays are excluded.

Calendar Day – All seven days of the week. A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

Calendar Year — A twelve (12) month period of time beginning on January 1 and ending on December 31.

Contract – The written agreement between the Agency and the Vendor comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

Contract Amendment – Any written alteration in the specifications, delivery point, rate of delivery, Contract period, price, quantity, or other Contract provisions of any existing Contract.

Contract Manager – An individual designated to act as liaison between the Agency and the Vendor and is responsible for the management of this Contract.

Interoperability – The ability of a system to work with or use the parts or equipment of another system, and characterized by seamless coordination and integration with other systems.

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Vendor – The entity that contracts directly with the Agency for the work specified within this Contract.

B. Acronyms

Apps	Applications
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
DPPA	Driver Privacy Protection Act
EEO	Equal Employment Opportunity
FAC	Florida Administrative Code
FIPS	Federal Information Processing Standards
FS	Florida Statutes
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
ISM	Information Security Manager ()
IT	Information Technology
MVC	Model View Controller
NIEM	National Information Exchange Model
PHI	Protected Health Information
PII	Personally Identifiable Information
PL	Public Law
SFTP	Secure File Transfer Protocol
SOC	Service Organization Controls
SQL	Structured Query Language
SSL	Secure Sockets Layer
SSRS	SQL Server Report Services
US	United States
USC	United States Code

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

1.	<u>DELIVERABLE</u>
	Registry and Education Program Implementation: Preparation and execution of a final implementation plan for developing the Registry and education program, as described in Section II. , Manner of Service(s) Provision, Sub-Section B. , Services Provided by the Vendor, Item 7. , Implementation Plan; and delivery of a Registry and education program that meets all requirements of Attachment B , Scope of Services.
	<u>SUPPORTING DOCUMENTATION</u>
	Final implementation plan submitted to the Agency and the DHSMV that includes, in detail: a timeline for implementing program components of the Registry and the educational initiative; identification of potential barriers to timely program implementation and proposed methods for overcoming them; and identification of assistance needed from DHSMV or the Agency during program design and implementation. Monthly status reports. Documentation demonstrating the full and complete implementation of the Registry, which shall meet all requirements of Attachment B , Scope of Services.
	<u>DUE DATE(S)</u>
	No later than ninety (90) calendar days following execution of the Contract.
	<u>AMOUNT</u>
	TBD
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall provide a Registry and Education Program that meets all requirements of Attachment B , Scope of Services.
	<u>LIQUIDATED DAMAGES</u>
	\$150.00 per day for each day beyond the due date until a Registry and Education Program that meets all requirements of Attachment B , Scope of Services, is submitted to the Agency.

2.	<u>DELIVERABLE</u>
	Monthly Status Report , as described in Section II. , Manner of Service(s) Provision, Sub-Section D. , Monitoring and Reporting, Item 2. , Monthly Reporting.
	<u>SUPPORTING DOCUMENTATION</u>
	A Monthly Status Report containing a summary of the development of the web-based organ donor registry; a summary of the various educational efforts made during the previous month; an accounting of the voluntary contributions received to help support the Registry and provide education; and a summary or listing of educational efforts planned for the current month.
	<u>DUE DATE(S)</u>
	10 th business day following the end of each month.
	<u>AMOUNT</u>
	No Cost
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall submit the Monthly Status Report, as described in Section II. , Manner of Service(s) Provision, Sub-Section D. , Monitoring and Reporting, Item 2. , Monthly Reporting.
	<u>LIQUIDATED DAMAGES</u>
	\$100.00 per each day beyond the due date that a monthly report, which meets all requirements of Section II. , Manner of Service(s) Provision, Sub-Section D. , Monitoring and Reporting, Item 2. , Monthly Reporting, is not submitted to the Agency.

**ATTACHMENT B
EXHIBIT B-1
DELIVERABLES AND PERFORMANCE STANDARDS**

<u>3.</u>	<u>DELIVERABLE</u>
	Ongoing operations and maintenance of the Registry and a minimum of three (3) education program initiatives per calendar quarter.
	<u>SUPPORTING DOCUMENTATION</u>
	A summary of demographic characteristics of donors as determined from Registry information; a summary of the various educational efforts made during the previous quarter and a copy of materials used for the events; an accounting of the voluntary contributions received to help support the Registry and provide education; a summary of at least three (3) prescheduled educational initiatives for the upcoming quarter. Must be documented in Quarterly Reports, as described in Section II. , Manner of Service(s) Provision, Sub-Section D. , Monitoring and Reporting, Item 3. , Quarterly Reporting.
	<u>DUE DATE(S)</u>
	Ongoing; Quarterly Reporting is due on the 10th business day following the end of each quarter.
	<u>AMOUNT</u>
	Amount varies based on voluntary contributions received by DHSMV; however, the invoiced amount must match the amount deposited by DHSMV.
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall perform all operations and maintenance activities of the Registry and provide a minimum of three (3) educational initiatives per calendar quarter, in accordance with the requirements of Attachment B , Scope of Services.
	<u>LIQUIDATED DAMAGES</u>
	\$100.00 per each day beyond the due date until all operations and maintenance activities have been performed to the satisfaction of the Agency is submitted to the Agency.

<u>4.</u>	<u>DELIVERABLE</u>
	Annual Report , as described in Section II. , Manner of Service(s) Provision, Sub-Section D. , Monitoring and Reporting, Item 4. , Quarterly Reporting.
	<u>SUPPORTING DOCUMENTATION</u>
	Report that includes, at a minimum, the number of donors in the Registry and an analysis of the registration rates by location and method of registration; demographic characteristics of donors as determined from Registry information; an audited accounting of voluntary contributions received by the Vendor; description of the educational campaigns and initiatives implemented during the year and an evaluation of their effectiveness in increasing enrollment on the registry; and quality and technical improvement measures, if needed.
	<u>DUE DATE(S)</u>
	By December 31 of each year
	<u>AMOUNT</u>
	No Cost
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall submit the Annual Report as described in Section D. , Monitoring and Reporting, Sub-Section 4. , Annual Reporting.
	<u>LIQUIDATED DAMAGES</u>
	\$100.00 per day for each day beyond the due date that the annual report, which meets the requirements of the Scope of Services, is not submitted to the Agency.