**CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.**

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**INVITATION TO NEGOTIATE**

**For an Electronic Health Record (EHR) System**

**ITN #171802EHR**

**Release Date: January 17, 2018**

**Updated: January 25, 2018**

Table of Contents

[1. Introduction 3](#_Toc504637713)

[1.1. Authority 3](#_Toc504637714)

[1.2. Statement of Need 3](#_Toc504637715)

[1.3. General Information 3](#_Toc504637716)

[1.4. Term of Contract and Renewal 3](#_Toc504637717)

[1.5. Contract Amount 3](#_Toc504637718)

[1.6. Small, Minority, and Florida Certified Veterans Business Participation 3](#_Toc504637719)

[2. ITN Process 4](#_Toc504637720)

[2.1. Contact Person 4](#_Toc504637721)

[2.2. Limitations on Contacting CFBHN Personnel 4](#_Toc504637722)

[2.3. Posting 4](#_Toc504637723)

[2.4. Vendor Disqualification 4](#_Toc504637724)

[2.5. Schedule of Events and Deadlines 5](#_Toc504637725)

[2.6. Mandatory Criteria 6](#_Toc504637726)

[2.7. Written Inquiries 6](#_Toc504637727)

[2.8. Withdrawal of Response 6](#_Toc504637728)

[2.9. Receipt and Rejection of Responses or Waiver of Minor Irregularities 7](#_Toc504637729)

[2.10. Protests and Disputes 7](#_Toc504637730)

[3. How to Submit a Response 10](#_Toc504637731)

[3.1. Number of Copies Required and Format for Submittal 10](#_Toc504637732)

[3.2. Responses to be in Sealed Envelopes 10](#_Toc504637733)

[3.3. Hard Copy Response Format 10](#_Toc504637734)

[3.4. Electronic Copy Response Format 10](#_Toc504637735)

[4. Required Content of the Response 11](#_Toc504637736)

[4.1. TITLE PAGE 11](#_Toc504637737)

[4.2. TAB 1 – MANDATORY CRITERIA 11](#_Toc504637738)

[4.3. TAB 2 – COST SUMMARY 12](#_Toc504637739)

[5. Other Relevant Information 14](#_Toc504637740)

[5.1. Trade Secrets 14](#_Toc504637741)

[5.2. Cost of Preparation of Response 14](#_Toc504637742)

[5.3. Records and Documentation 14](#_Toc504637743)

[6. Evaluation Methodology 15](#_Toc504637744)

**Solicitation of Responses**

1. Introduction
   1. Authority

Subsections 20.19, 39.001(2), 39.001(4), 287.57, 394.457(3), 394.74, 394.9082, 397.305(3), 397.321(4), and 916, F.S., and the master contract with the Department of Children and Families (referred to as “the Department”) gives the authority to contract for these services. The selected vendor must comply with all applicable Federal and State laws, regulations and program guidelines. The selected vendor must also comply with any other applicable Federal or State laws, court orders and administrative rules that may be enacted during the service period of the anticipated contract.

* 1. Statement of Need

CFBHN is seeking to contract for an Electronic Health Record (EHR) system vendor(s) for the Behavioral Health field. Potential end users of this product will be Florida Behavioral Health Providers that specialize in Inpatient and Outpatient services.

* 1. General Information

CFBHN will request, receive and evaluate detailed Electronic Health Record (EHR) system responses, hereinafter referred to as the “response”, from the qualified applicants that have been identified as successfully meeting all eligibility requirements. CFBHN reserves the right to re-bid this ITN if it is determined to be in the best interest of CFBHN’s Region and Circuit 10 (to be referred to as “CFBHN Region”). At any time during the ITN process, CFBHN may reject any or all responses, and may modify its statement of services sought, tasks to be performed or the project description.

* 1. Term of Contract and Renewal

This contract will become effective when signed by duly authorized representatives of both parties and will continue in effect, unless terminated as provided below, until completion of services. Services included in the ITN may be amended, added to and/or deleted during the contract negotiations.

* 1. Contract Amount

The amount of the contract resulting from this ITN will be negotiated with the winning bidder and is subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

* 1. Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in this solicitation including, but not limited to, the vendor Solicitation Conference. All vendors shall be accorded fair and equal opportunity.

1. ITN Process
   1. Contact Person

This ITN is issued by CFBHN. The single point of contact for communication regarding this ITN is:

**Carrie Hartes**, Procurement Manager

Central Florida Behavioral Health Network

719 South US Highway 301 Tampa, FL 33619

CHartes@CFBHN.org

The subject line of the email should be: “ITN 171802EHR – Inquiries”

* 1. Limitations on Contacting CFBHN Personnel

All communications with CFBHN employees as they relate to this ITN are prohibited during the time period in which the ITN is released and throughout the end of the 72-hour period following CFBHN’s posting of the notice of intended award. The aforementioned 72-hour period excludes Saturdays, Sundays, and state holidays. Vendors may only communicate via electronic communications to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may result in vendor being disqualified from this procurement.

* 1. Posting

All Official Notices, decisions and intended decisions and other matters relating to the procurement will be electronically posted on Central Florida Behavioral Health Network’s website at [~~http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx~~](http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx)~~.~~ <https://www.cfbhn.org/contracting-procurement/>.

CFBHN may also post the evaluation and the Notice of Intended Award or other information or notices relating to the procurement at the following location: 719 South US Highway 301, Tampa, FL 33619, where it will remain for 72 hours thereafter. This is considered as a secondary posting. Notice is specifically given, however, that the secondary posting is not an official posting and that any protest must be filed within 72 hours of the official notice posting on the Internet as described above. Additionally, the physical posting will not extend the time permitted within which to file a protest. It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests, should they care to do so. Likewise, any faxed information with regard to the results of this procurement will not extend the time limits to file a protest.

* 1. Vendor Disqualification

Failure to have performed any contractual obligations with CFBHN or the Department, in a manner satisfactory to CFBHN or the Department, will be sufficient cause for disqualification. To be disqualified as a vendor under this provision, the vendor must have:

* Previously failed to satisfactorily perform in a contract with CFBHN or the Department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or
* Had a contract terminated by CFBHN or the Department for cause.
  1. Schedule of Events and Deadlines

Any response submitted after **February 26, 2018 12:00 NOON** (EST) will not be accepted and will be returned to the applicant unopened.

**Schedule of Activities**

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Date** | **Time** | **Location** |
| Release of ITN | 01/17/2018 | 5:00 PM | Posted on the CFBHN website [www.cfbhn.org](http://www.cfbhn.org) on the Competitive Procurement Advertisements web page and via e-mail. |
| Vendor Solicitation Conference | 01/24/2017 | 1:00 PM | Conference Line: 1-877-273-4202  Code: 4880564 |
| Submission of Written Inquiries Due | 01/26/2018 | 5:00 PM | Emailed to: [CHartes@cfbhn.org](mailto:CHartes@cfbhn.org)  The subject line of the email should be:  “ITN #171802EHR – Inquiries” |
| Anticipated Date for Posting CFBHN's Response to Inquires | 02/02/2018 | 5:00 PM | CFBHN’s Competitive Procurement Advertisements website:  <https://www.cfbhn.org/contracting-procurement/> |
| Sealed Responses Must be Received by CFBHN | 02/26/2018 | 12:00 PM | Carrie Hartes, CFBHN, Procurement Manager  719 South US Highway 301, Tampa, FL 33619 |
| Opening of ITN (s) | 02/26/2018 | ~~5:00 PM~~  2:00 PM | CFBHN  719 South US Highway 301, Tampa, FL 33619 |
| Anticipated Posting of Qualified Vendors (Shortlist) | 02/27/2018 | 5:00 PM | CFBHN’s Competitive Procurement Advertisements website: <https://www.cfbhn.org/contracting-procurement/> |
| Response Evaluations Begin (Questions asked of vendors as necessary) | 02/28/2018 | N/A | CFBHN  719 South US Highway 301  Tampa, FL 33619 |
| Posting of Response Scores and List of Top Vendors | No Later Than 03/14/2018 | 5:00 PM | CFBHN’s Competitive Procurement Advertisements website:  <https://www.cfbhn.org/contracting-procurement/> |
| Demonstrations by Top Vendors | 03/21/2018, additional time TBD | All Day | CFBHN  719 South US Highway 301  Tampa, FL 33619 |
| Posting of Demonstration Scores and Notice of Intent to Award the Contract | No Later Than 03/23/2018 | 5:00 PM | CFBHN  719 South US Highway 301  Tampa, FL 33619 |
| 72-Hour Protest Period | 03/23/2018 to 03/28/2018 | 5:00 PM | N/A |
| Anticipated Posting of Intended Contract Award | 03/29/2018 | 5:00 PM | CFBHN’s Competitive Procurement Advertisements website:  <https://www.cfbhn.org/contracting-procurement/> |
| Anticipated Negotiation Period | 04/02/2018 to 04/06/2018 | TBD | CFBHN  719 South US Highway 301  Tampa, FL 33619 |
| Anticipated Effective Date of Contract | 04/20/2018 | N/A | N/A |
| ~~Anticipated Delivery of System to CFBHN~~ | ~~05/01/2018~~ | ~~N/A~~ | ~~N/A~~ |
| \*All vendors are hereby notified that the meetings noted with an asterisk above (\*) are public meetings open to the public as provided in Chapter 119, Florida Statutes, and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Vendor Solicitation Conference, in which comments and questions will be taken from vendors). | | | |
| All times in the Schedule of Activities are local times for the Eastern Time Zone.  All dates and times are subject to change as needed. | | | |

* 1. Mandatory Criteria

A vendor must meet all mandatory requirements (**Section 4.2.**) in order to be considered for evaluation under this ITN. All items on Appendix XII – Minimum Qualifications must be answered affirmatively in order to be considered for evaluation.

The Procurement Manager will examine each response to determine whether it meets the mandatory requirements. Failure to comply with all mandatory requirements will render a response ineligible for evaluation.

* 1. Written Inquiries

Prospective vendor questions will only be accepted if submitted as written inquiries to the Procurement Manager, specified in **Section 2.1.**, via electronic mail, and received on or before the date and time specified in **Section 2.5**.

The emails must have in the subject “**ITN #171802EHR – Inquiries**”. Faxes and US Mail inquiries are not acceptable. Copies of responses to all inquiries that require clarifications and/or addenda, to this ITN, will be available by the date and time specified in **Section 2.5.** through electronic posting at: <https://www.cfbhn.org/contracting-procurement/> under CFBHN ITN #171802EHR.

* 1. Withdrawal of Response

A written request for withdrawal, signed by the vendor, may be considered if received by CFBHN within 72 hours after the opening time and date indicated in the Schedule of Events and Deadlines (**Section 2.5.**). A request received in accordance with this provision may be granted by CFBHN upon proof of the impossibility to perform, based upon an obvious error on the part of the vendor.

* 1. Receipt and Rejection of Responses or Waiver of Minor Irregularities

Response Deadline

Responses must be received by CFBHN no later than the time, date and place as indicated in the proceeding deadline schedule. Any response submitted shall remain a valid offer for at least 90 days after the response submission date. No changes, modifications or additions to the response submitted (after the deadline for response opening has passed) will be accepted by or be binding on CFBHN.

Receipt Statement

Responses not received either at the specified place or by the specified date and time, will be rejected and returned unopened to the vendor by CFBHN. CFBHN will retain one unopened original for use in the event of a dispute.

Right to Waive Minor Irregularities Statement

CFBHN reserves the right to reject any and all responses or to waive minor irregularities when to do so would be in the best interest of the CFBHN Region. Minor irregularity is defined as a variation from the Invitation to Negotiate terms and conditions which do not affect the price of the response, or give the vendor an advantage or benefit not enjoyed by other vendors, or do not adversely impact the interest of CFBHN. At its option, CFBHN may correct minor irregularities but is under no obligation to do so whatsoever.

* 1. Protests and Disputes

Filing the Protest

Any vendor who has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a *written Notice of Intent to Protest* with the contact person listed in **Section 2.1** within 72 hours after the posting of the solicitation or of the notice of CFBHN's decision or intended decision.

In the computation of the 72 hour time frame for filing of a protest, Saturdays, Sundays and state holidays are excluded. The Procurement Manager must ensure that the date and time of posting are documented in the contract file. (Posting on a Monday or Tuesday eliminates the need for weekend exclusion.) Failure to timely file a notice of intent to protest shall constitute a waiver of proceedings.

Following the submission of the written Notice of Intent to Protest, a Formal Protest must be filed with the contact person listed in **Section 2.1**. The Formal Protest must be:

* In writing; and,
* Filed within ten (10) days after filing of the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
* No time will be added to the above time limits for mail service.
* The 10 day period includes Saturdays, Sundays, and state holidays.
* If the last day of the 10 day period is a Saturday, Sunday, or state holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday.
* Accompanied by a bond payable to CFBHN at the time of filing the formal written protest.
* In lieu of a bond, a cashier’s check, official bank check or money order in the amount of the bond may be submitted to the contact person.
* Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

Posting Bond for Protest Filed

Any vendor who files an action protesting a decision or intended decision pertaining to contracts administered by CFBHN must comply with the following requirements.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of CFBHN’s estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, CFBHN shall estimate the contract amount based on factors including, but not limited to, the following:

* The price of previous or existing contracts for similar or contractual services.
* The amount appropriated by the Legislature for the contract.
* The fair market value of similar contractual services.

CFBHN shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

In lieu of a bond, CFBHN may accept a cashier’s check, official bank check or money order in the amount of the bond.

The official hours of office operation for receipt of intent to protest and/or a petition and bond are office hours 8:00 AM to 5:00 PM local time. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier’s check, official bank check or money order until resolution of the protest.

Content of Formal Written Notice of Protest

The formal written notice of protest should be printed, typewritten or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

* The name and address of the vendor filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by CFBHN’s notice of intended or actual contract award;
* A statement of how and when the vendor filing the protest received notice of the solicitation or notice of CFBHN’s intended or actual contract award;
* With particularity, the facts and law upon which the protest is based;
* A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
* A concise statement of the ultimate facts alleged, as well as the CFBHN rules and statutes which entitle the vendor filing the protest to relief;
* A demand for relief to which the vendor deems itself entitled; and,
* Any other information which the vendor contends is material

CFBHN’s Response to Protest

Upon receipt of a formal written notice of protest, the solicitation process or contract award process may be stopped until the protest is resolved. Upon receipt of a protest, the Procurement Manager shall immediately consult the appropriate legal counsel. With legal counsel, the contract signer must determine whether or not to accept or reject the protest.

Resolution of the Protest

Upon receipt of the intent to protest or formal written notice of protest, the Procurement Manager may work with the protestor to resolve the protest by mutual agreement on an informal basis. The Procurement Manager will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement. The seven (7) days will exclude Saturdays, Sundays, and state holidays.

If the protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, of receipt of the formal written protest the CEO of CFBHN shall designate a management staff who shall conduct an informal proceeding and issue a final decision within ten (10) days excluding Saturdays, Sundays, and state holidays. The formal written protest may be, as determined by the CEO of CFBHN, referred to the Department of Children and Families.

1. How to Submit a Response

Any response must be received by CFBHN by the deadlines set forth in the Schedule of Events and Deadlines (**Section 2.5.**). Responses not received at either the specified place or by the specified date and time, will be rejected and returned unopened to the vendor by CFBHN.

Vendors may choose, and be responsible for, the method of delivery to CFBHN (mail or hand-delivery), except that facsimile or electronic transmissions will not be accepted at any time.

* 1. Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and five (5) hard copies of the Response (and attachments). If the original has any color other than black and white, the copies must also contain the same colors. The original responses submitted to CFBHN must contain original signatures of an official who is authorized to bind the vendor to its response. Two (2) electronic copies (on non-rewritable CD-R or DVD-R) of the response, identical to the hard copies, must also be submitted with the hard copies.

* 1. Responses to be in Sealed Envelopes

All original, hard copies and electronic copies must be submitted in sealed envelopes and must be clearly marked with the title of the response, the ITN number (“ITN #171802EHR”), the vendor's name, identification of enclosed documents and whether it is an original or a copy. Place only one original or one copy of the response in each envelope.

Each envelope must be sealed and addressed as indicated above. The original must be marked as such and the copies identified and numbered (i.e., Original, Copy 1 of 5, etc.).

* 1. Hard Copy Response Format

Responses must be typed, double-spaced, on 8½” x 11” paper, and submitted in binders. The required font is Arial, size 12, with a 1 inch margin. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. No staples, permanent binders or rubber bands are permitted.

* 1. Electronic Copy Response Format

The required electronic format of the responses must be on non-rewritable CD-R OR DVD-R. The software used to produce the electronic files for the Response must be searchable Adobe Portable Document Format (“pdf”), version 6.0 or higher. Responses must be able to be opened and viewed by CFBHN utilizing Adobe Acrobat, version 9.0.

The electronic copies must be identical to the original response submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked “original” shall take precedence over the electronic version(s) of the response and all non-“original” hard copy versions of the response in the event of any discrepancy. If a discrepancy is found between the hard copy response marked “original” and any of the electronic versions submitted on CD-R, ~~or~~ DVD-R, or flash drive. CFBHN reserves the right, at its sole discretion, to reject the entire response.

1. Required Content of the Response
   1. TITLE PAGE

The first page of the response shall be a Title Page that contains the following information:

* ITN Number
* Title of the Response
* Vendor’s Legal Name (person, organization, firm)
* Federal Tax Identification Number (FEID)
* Current Primary Business Address
* Country and state of incorporation
* Organization to which Response is Submitted
* Name, Title, Phone Number, Fax Number, Mailing Address and E-Mail Address of the person who can respond to inquiries regarding the response. (This person will serve as our contact for CFBHN.)
* Name of the vendor’s Project Director (if known)
  1. TAB 1 – MANDATORY CRITERIA

The mandatory requirements are described as **MANDATORY CRITERIA** on the ITN Mandatory Criteria Checklist (**APPENDIX I**). Failure to comply with all mandatory requirements will render a response ineligible for a qualitative evaluation. An initial determination that a response meets the mandatory requirements does not preclude a subsequent determination of non-responsiveness. These mandatory requirements have no point value associated with their inclusion as their inclusion is a mandatory criterion that must be met before the evaluation team receives responses to score.

The **MANDATORY CRITERIA** are:

* The response is received by the Procurement Manager by the time and date and at the location specified in the Invitation to Negotiate (**Section 2.5.**)
* **~~Acceptance of Contract Terms and Conditions~~** ~~form~~ **NOT REQUIRED**
* Signed **Certificate of Signature Authority** form or corporate resolution/other duly executed certification
* Signed **Certification of a Drug-Free Workplace Program** form
* Signed **Certification of Non-Conviction of Public Entity Crimes** form
* Signed **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts** form
* Signed **Certification Regarding Lobbying** form
* Signed **Statement of Assurances** form
* Signed **Statement of No Contract Termination** form
* Signed **Statement of No Involvement** form
* Signed **Vendor Certification Regarding Scrutinized Companies Lists**
* Completed and signed **Minimum Required Qualifications** form
* Provide references for at least three client installations that are similar in scope and have been implemented in the past three years. The provider should be willing to allow CFBHN to contact these clients as references. At least two of these reference sites should have passed Go-Live in their implementation.

*Specific information on each client should include at a minimum: Customer Name (Company Name); Customer Contact (Name and Title); Address; Phone Numbers; Email address; Number of Users; Nature of Contract; Software Modules Implemented; Implementation Time Line (Proposed and Actual); Explanation of any outstanding issues with Client.*

* Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List (CFBHN to verify).

For those mandatory criteria that are listed above which require the completion of a form, the forms can be found in APPENDIX II – APPENDIX XII and on CFBHN’s website at: [~~http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx~~](http://www.cfbhn.org/Pages/Competitive-Procurement-Advertisements.aspx)

<https://www.cfbhn.org/contracting-procurement/>

* 1. TAB 2 – COST SUMMARY

For Sections 4.3.2. through 4.3.5., please describe any costs you are willing to defer or prorate over the life of the contract.

Overall Cost Estimates

To help evaluate the cost of each of the E.H.R. products we are asking that you provide the pricing structure based on the following scenario. Please provide the costs and break them out for a “typical” implementation, initiation of licensing and a projected five-year pricing structure.

Base the pricing on the following. This is only a model and does not reflect the actual needs of the providers. The pricing model is based on one single provider with the below description and services.

* 100 end users
* 33 concurrent users
* 1,000 consumers
* For the following services
  + Residential
  + Outpatient Therapy
  + Medication Services
    - eprescribe (5 prescribers)
  + 10 pages of forms per service level
  + Funding sources for the following payors:
    - SAMH-DCF (Pamphlet 155-2)
    - One third-party insurance company
    - One Medicaid plan
* Outpatient services are to be provided in the office and in the field locations.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Implementation Costs** | **Software Costs** | **Hardware Costs** | **Licensing Costs – 100 End Users** | **Licensing Costs – 33 Concurrent Users** | **Cost ~~Per~~ for 1,000 Consumers** | **One Time Costs** | **Other Costs** |
| Year 1 |  |  |  |  |  |  |  |  |
| Year 2 |  |  |  |  |  |  |  |  |
| Year 3 |  |  |  |  |  |  |  |  |
| Year 4 |  |  |  |  |  |  |  |  |
| Year 5 |  |  |  |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |  |  |  |

\*Please account for the maximum increase per year, based on your contract.

Software Licensing Costs

* + - 1. Describe how the software is licensed. Please show price breaks, if applicable, based on number of users.
      2. Describe any limits on the number of concurrent users.
      3. It is essential for CFBHN to maintain non-production and production fail-over areas, such as vendor-based test areas, in-house test areas, on-site and off-site fail-over areas, off-site disaster recovery areas, etc. It is anticipated by CFBHN that the software license will accommodate creation and maintenance of these areas without associated re-licensing limits or increased product acquisition costs. Please address this, including all application software, operating system software and third party software needed to operate the systems.
      4. In the event the product or your company is sold what recourse does CFBHN have to either recoup our money invested or convert to the new system?

Hardware Costs

* + - 1. Describe any Server and infrastructure for the application to reside on and any unique infrastructure requirements (if not a hosted solution).
      2. Describe any special hardware requirements and the associated costs (other than the PC/ Tablet or other device the user will access the application from).

One Time Costs

* + - 1. Describe any one time costs. These should include, but not limited to: implementation, training, conversion (data transfer), installation or any other costs not listed.
      2. Describe the pricing structure and any incentives (e.g.: deferred billing)

Other Costs

* + - 1. How will changes to the state’s Substance Abuse and Mental Health Information System (SAMHIS) be addressed? What are the costs associated with incorporating changes?
      2. Describe any other costs that could be incurred that are not already listed. Please include any additional costs for Florida State Reporting, if applicable.

1. Other Relevant Information
   1. Trade Secrets

CFBHN will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes (F.S.), where separately and individually marked and identified as such in the response to this ITN, to the extent permitted under section 815.04, F.S., Chapter 119, and Chapter 286, F.S. Any vendor acknowledges, however, that the protection afforded by section 815.04, F.S. is incomplete, and it is hereby agreed by the vendor and CFBHN that no right or remedy for damages arises from any disclosure.

CFBHN is not obligated to agree with the vendor’s claim of exemption and, by submitting a response, the vendor agrees to be responsible for defending its claim that each portion of the claimed trade secret is exempt from inspection and copying under Florida’s Public Records Law.

The vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, including any appellate costs and attorney’s fees, CFBHN, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to vendor’s claim that any claimed trade secret portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

* 1. Cost of Preparation of Response

CFBHN is not liable for any costs incurred by a vendor responding to this ITN.

* 1. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the selected vendor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this ITN which entitles CFBHN to unilaterally cancel the contract agreement. The selected vendor will be required to promptly notify CFBHN of any requests made for public records if the request could lead to a media event.

Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the selected vendor for a period of six (6) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. Provided that if an audit is required records shall be retained for a minimum of six (6) years after the audit report is issued and until resolution of any audit findings or any litigation based upon the contract. During the records retention period, the selected vendor agrees to furnish, when requested to do so, all documents required to be retained. Data files will be provided in a format readable by CFBHN.

The selected vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The selected vendor further agrees to:

* + 1. Hold CFBHN and the Department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the selected vendor of confidential records whether public record or not and promises to defend CFBHN and the Department against the same at its expense;
    2. Maintain all required records pursuant to the resulting contract in such manner as to be accessible by CFBHN upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. The selected vendor assumes all financial responsibility for record storage and retrieval costs; and
    3. Comply with activities related to information systems in compliance with the Department’s PAM 155-2.

1. Evaluation Methodology

The components of this section can be found throughout the ITN and in **APPENDIX XIII.**