



Joe Lauro, CPPO/CPPB
Director

April 14, 2015

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: PERSONNEL SERVICES – EMPLOYEE MEDICAL BENEFITS
BID NUMBER: 156-0174-P(JA)
PHASE II BID SUMITTAL DATE: ~~April 19, 2016 @ 3:00 p.m. EST~~
NEW PROPOSAL DUE DATE: April 26, 2016 @ 3:00 p.m. EST

ADDENDUM NO. 4

Following is additional information, clarifications, questions or responses relative to referenced Request for Proposal (RFP). No further questions will be entertained.

Please notice the new proposal due date noted above.

Questions/Answers:

1. Question: The Q&A addendum that was sent to the vendors yesterday was very critical. We are unable to offer a Medicare Advantage product at that time. This means we cannot match what the County currently has for that part of the population. Based on the responses in the addendum it appears that the expectation is to quote both for the active and Med Advantage populations. We can offer alternative plans to replace the Medicare Advantage products or we can quote and allow a carve-out of this plan to another vendor. Would the County accept a quote that does not include a Medicare Advantage product?

Answer: Yes.

Phase II Bid submittals are due no later than 3:00 p.m. on April 26, 2016 at 3:00 p.m. EST.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase





Joe Lauro, CPPO/CPPB
Director

April 12, 2015

TO: ALL INTERESTED PROPOSERS

INVITATION TO BID: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS

BID NUMBER: 156-0175-P(JA)

PHASE II BID SUMITTAL DATE: ~~April 19, 2016 @ 3:00 p.m. EST~~

NEW PROPOSAL DUE DATE: April 26, 2016 @ 3:00 p.m. EST

ADDENDUM NO. 3

Following is additional information, clarifications, questions or responses relative to referenced Request for Proposal (RFP). No further questions will be entertained.

Please notice the new proposal due date noted above.

Questions/Answers:

Question: Re: 11.23 confirm that Oral Hepatitis C Drugs will not be included on the Specialty Drug List used for The County. These drugs will included with the Non-specialty discount guarantees. Please specify which medications would be included as part of this specific ask:

Will the non-specialty designation be applied to the following?

- Ribavirin
- Copegus
- Ribasphere
- Ribasphere DosePak

Medications used in the treatment of Hepatitis C, such as Harvoni (oral), Sovaldi (oral), and Viekira (oral) have a designation of “specialty” due to their care/clinical management needs and high cost. Please clarify.

Answer: Proposers are given the autonomy to outline which oral Hepatitis C medications would be or would not be included on their PBM specialty drug list. Those oral Hepatitis medications that are considered non-specialty would be considered to be eligible for the application of non-specialty discounts. Proposers may provide an explanation for the application or non-application of non-specialty discount guarantees to oral Hepatitis C medications.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Phase II submittals are due no later than 3:00 p.m. on April 26, 2016 at 3:00 p.m. EST.

Sincerely,


Director of Purchasing



Joe Lauro, CPPO/PPPB
Director

March 21, 2015

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS

BID NUMBER: 156-0175-P(JA)

PHASE II BID SUBMITTAL DATE: April 19, 2016 @ 3:00 p.m. EST

ADDENDUM NO. 2

Following is additional information, clarifications, questions or responses relative to referenced RFP (Request for Proposal):

The following Proposers have met the prequalification requirements to submit their Proposal, per the requirements in Section B, #3 on page 8 of 48, and Section E, Paragraph D. Phase II – Scope of Work, page 19 of 48, of the Request for Proposal, in alphabetical order.

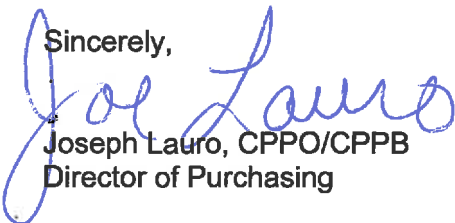
1. Aetna Life Insurance Company
2. Express Scripts, Inc.
3. Matrix Quality Care, Inc.
4. United Healthcare Services, Inc.
5. US Script

In addition to the items that must be returned to the County, as outlined on page 20 of 48, Proposers are directed to the following online proposal questionnaire that must be completed as part of the Proposal, due at the same date and time as the hard copy submittal:

<http://www.proposaltech.com/>

Phase II Bid submittals are due no later than 3:00 p.m. on April 19, 2016 at 3:00 p.m. EST.

Sincerely,


Joseph Lauro, CPPO/PPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase





Joe Lauro, CPPO/CPPB
Director

March 3, 2016

TO: ALL INTERESTED BIDDERS
REQUEST FOR PROPOSAL: PERSONNEL SERVICES - GROUP PRESCRIPTION DRUG BENEFITS
PROPOSAL NUMBER: 156-0175-P(JA)
RFP SUBMITTAL DATE: Pre-qualification Portion due: March 8, 2016 at 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions or responses relative to referenced Bid (ITB):

QUESTIONS/ANSWERS:

- Question: Is this RFP open to broker services to facilitate the marketing and administration of medical benefits? Or are you specifically looking for a medical carrier to work with your current agent/broker? If you are open to broker bids, please clarify if the answers to Section C of Phase I should be answered from the perspective of available medical carriers we currently work with and/or if answered no from the broker perspective would eliminate us from Phase I consideration.**

Answer: No. This RFP is for medical administration services, not broker services.

All other specification conditions remain the same.

Please remember to acknowledge receipt of this Addendum in the RFP, Section G, Page 24 of 52 as Addendum No. 1 and return with completed bid packages.

Sincerely,


Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO.: 156-0175-P(JA)

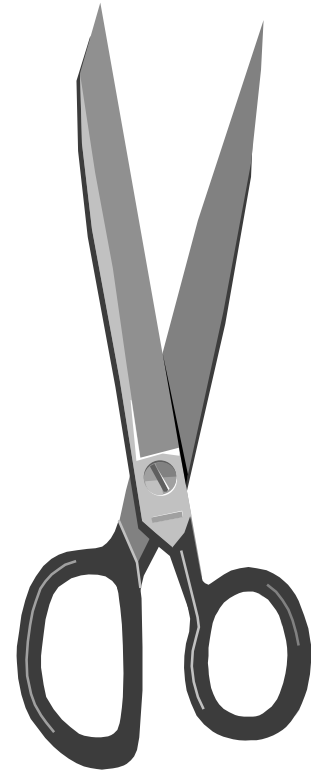
PROPOSAL TITLE: **PERSONNEL SERVICES –
EMPLOYEE PRESCRIPTION
DRUG BENEFITS**

DUE DATE/TIME: **PHASE I – March 8, 2016
at 3:00 p.m.**

**PHASE II – April 19, 2016 at
3:00 p.m.**



SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">REQUEST FOR PROPOSAL</h1>
ISSUE DATE: February 24, 2016	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS	RFP NUMBER: 156-0175-P(JA)
SUBMITTAL DUE: PHASE I – March 8, 2016 @3:00 P.M. PHASE II – April 19, 2016 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i>	PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR PHASE I WRITTEN QUESTIONS: March 2, 2016 BY 3:00 P.M. DEADLINE FOR PHASE II WRITTEN QUESTIONS: April 7, 2016 BY 3:00 P.M. SUBMIT QUESTIONS TO: Jeanne Armstrong AT jarmstrong@pinellascounty.org Phone: 727/464-5323 Fax: 727/464-3925	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p style="text-align: center;">Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	 Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: () _____ **FAX:** () _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

CONTACT NAME: _____

FEIN# _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 21. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (email or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. ALTERNATES:

Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS**6. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. ORAL PRESENTATION:

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. LATE PROPOSAL OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

SECTION A – GENERAL CONDITIONS

12. **PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**
Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
13. **JOINT VENTURES:**
All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.
14. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
15. **COLLUSION:**
The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
16. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
17. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.
18. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.
19. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

SECTION A – GENERAL CONDITIONS

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

20. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

23. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;

SECTION A – GENERAL CONDITIONS

- (ii) that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

24. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code:

- (a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

SECTION A – GENERAL CONDITIONS

(b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.

(h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of purchasing director's decision.*

(1) The protesting party may request a review of the purchasing director's decision to the county administrator by delivering written request for review of the decision to the director of purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the purchasing director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

SECTION B – SPECIAL CONDITIONS

Proposal Title: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS**Proposal Number: 156-0174-P(JA)****1. INTENT:**

In accordance with attached specifications, it is the intent of Pinellas County (“County”) to establish a contract for Employee Prescription Drug Plan Third Party Administrative Services through a two-step solicitation process. It is the intent to award to one vendor.

2. PHASE I – PRE-QUALIFICATION PROCESS:

Interested proposers must complete the pre-qualification questionnaire contained within Section E of this RFP. Do **NOT** include pricing with the pre-qualification submission.

Upon review of the pre-qualification submittals by the County and the County’s health and welfare consultants, an Addendum to the RFP will be issued qualifying selected Proposers to move to Phase II.

3. PHASE II – PROPOSAL:

Only those qualified proposers listed on the Addendum from Phase I shall submit proposals and pricing. Proposals received from non-qualified proposers will be deemed non-responsive.

Qualified Proposers for Phase II shall submit the following information (sections a, b, c, and e) in a sealed envelope by the date and time indicated for Phase II on page 1 of this RFP. Proposers are also required to complete the online Questionnaire and electronically submit requested documentation to the Questionnaire (instructions and address which shall be submitted via the Addendum).

- a) A separate statement describing the Proposer’s qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.
 - b) A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
 - c) A separate proposed Statement of Work (Proposer’s Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer’s Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County’s option.
 - d) Financial information as requested in online questionnaire for Phase II to determine compensation formulation. The County’s health and welfare consultant will be calculating the costs to determine the compensation rating.
 - e) Any exceptions to any section of this RFP. In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending upon the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(d) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.
- 4. TERM OF SERVICES AGREEMENT:**
Duration of the contract shall be for the period of sixty (60) months beginning January 1, 2017 and ending December 31, 2021.

SECTION B – SPECIAL CONDITIONS

5. FEES AND EXPENSES:

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- other consulting services
- special presentations
- regular and certified postage
- computer/software
- equipment and usage
- telephone charges
- emails
- electronic data transmission fees
- standard copier usage
- fax charges
- travel, per diem and lodging charges, unless otherwise agreed to by the County in the Services Agreement

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061.

6. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
2/24/2016	Advertising & Publishing Phase I of RFP
3/2/2016	Deadline for Questions/Clarifications Phase I
3/8/2016	Phase I Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
Wk of 3/14/16	Addendum released naming contractors eligible for Phase II
Wk of 3/21/16	Advertising & Publishing Phase II of RFP
4/7/2016	Deadline for Questions/Clarifications Phase II
4/19/2016	Phase II Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
6/2/2016	Evaluation of the RFP
6/17/2016	Invitation letter to contractors advising oral presentation date/time
Wk of 7/11/2016	Oral Presentations
7/15/2016	Recommendation due to Purchasing from Human Resources
9/27/2016	Submit recommendation to Board for Award of Contract

7. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original paper document, one (1) paper copy, and six (6) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

SECTION B – SPECIAL CONDITIONS**Instructions for Providing Files in PDF Format to Pinellas County Government****Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Pinellas County.
 - (3) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (6) All policies shall be written on a primary, non-contributory basis.
 - (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (4) Medical Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 3,000,000
General Aggregate	\$ 3,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (6) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients’ Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

Proposal Title: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS

Proposal Number: 156-0175-P(JA)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

Proposal Title: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS**Proposal Number: 156-0175-P(JA)****A. OBJECTIVE:**

Provide Prescription Drug Plan Third Party Administrative Services for the County's self-insured plan for eligible employees and their covered dependents within the Pinellas County Unified Personnel System ("UPS" or "County").

B. BACKGROUND:

The UPS is a public personnel system authorized under Florida law to provide common human resources programs including, but not limited to, health and welfare benefits. It is made up of eleven different members or appointing authorities, including County Administrator, Tax Collector, Clerk of the Court, Property Appraiser and Supervisor of Elections. The UPS reports to its own Board, comprised of citizens chosen by Appointing Authorities, an Employee Advisory Council and the Board of County Commissioners. The UPS serves as a central point of contact for all human resource programs.

The County's benefit plans are highly visible within the organization, and costs are monitored closely. The County has high service expectations for its vendors, and Human Resources (HR) representatives are proactive in working with employees to resolve claims problems, answer questions, etc. Therefore, HR seeks to contract with an organization which is dedicated to providing excellent service to employees, HR representatives and the benefits team. Accurate, consistent, timely and comprehensive management reporting is also a critically important aspect of this service commitment, as is hands-on, day-to-day client service and support via an onsite representative.

The UPS consists of approximately 3,000 active employees and 1,800 retirees. All permanent employees who work a minimum of twenty (20) hours per week are eligible to participate.

Currently, the prescription benefit is dependent upon the health plan chosen by the employee:

Choice Plus POS

For up to 30-day supply retail:

- Generic: \$15.00 co-pay
- Preferred Brand: participants can expect to pay 20% of co-insurance for the cost of the drug (minimum out-of-pocket is \$30.00 and will not exceed \$60.00)
- Non-preferred Brand: participants can expect to pay 40% co-insurance for the cost of the drug (minimum out-of-pocket is \$45.00 and will not exceed \$90.00)

For up to 90-day supply (retail pharmacies or mail order):

- Two (2) times the cost of a 30-day supply
- Long-term medications not ordered in a 90-day supply will have an additional 50% fee starting on the third fill

Specialty Medication

For up to 30-day supply retail:

- Preferred – participants can expect to pay 20% coinsurance for the cost of the drug (minimum out-of-pocket is \$60.00 and will not exceed \$120.00)
- Non-Preferred – participants can expect to pay 40% coinsurance for the cost of the drug (minimum out-of-pocket is \$90.00 and will not exceed \$180.00)

For up to 90-day supply (retail pharmacies or mail order):

- One (1) times the cost of a 30-day supply

Choice Plus HSA

- No co-pays for prescription medications
- Medications included on the preventive listing of drugs are free of charge
- Medications not included on the preventive listing are subject to deductible and once met, 20% of coinsurance for the cost of the drug
- Prescription drug co-pays are applied to the combined out-of-pocket maximum. Once out-of-pocket maximums are satisfied, prescriptions will have no cost for the remaining plan year.

SECTION E – SCOPE OF WORK

C. PHASE I – PRE-QUALIFICATION QUESTIONNAIRE:

For each item below, check one box to indicate whether your firm meets or does not meet each minimum qualification:

#	MINIMUM REQUIREMENT	Meets	Does Not Meet
1	Proposer is currently a full service pharmacy benefit manager (PBM) and can provide the Scope of Services outlined in this prequalification package	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposer provides pharmacy claims adjudication	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer currently provides pharmacy mail service as further described below: <ul style="list-style-type: none"> • <i>Mail-service pharmacies supply home-delivered prescriptions. Enrollees typically pay lower out-of-pocket costs for prescriptions filled through mail-order and benefit from other savings that reduce plan costs and therefore help to lessen rising premiums.</i> 	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer provides specialty pharmacy drug services including managing distribution and clinical intervention and oversight. <p><i>Specialty drugs include oral and injectable medications that:</i></p> <ul style="list-style-type: none"> • <i>Are used to treat chronic and life-threatening disease</i> • <i>Are expensive</i> • <i>May cause adverse reactions</i> • <i>Require temperature control or other specialized handling</i> 	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer develops and administers a formulary and has a detailed process in place for the introduction of new-to-market medications. <p><i>A formulary is defined as one or more lists of drugs developed in order to encourage clinically appropriate and cost-effective prescribing</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposer performs rebate contracting <p><i>Rebate contracting is defined as a standard PBM service that allows clients to receive Rx manufacturer rebates</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

#	MINIMUM REQUIREMENT	Meets	Does Not Meet
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SECTION E – SCOPE OF WORK

7	<p>Proposer has a customer service center to address member questions</p> <p><i>Examples of acceptable customer service centers include:</i></p> <ul style="list-style-type: none"> • Customer service with live member service representatives • Interactive voice response units • Full service (24/7) • Voice mail services if not full service • Web-based services 	<input type="checkbox"/>	<input type="checkbox"/>
8	<p>Proposer provides Medicare Part D programs and support</p> <p><i>Services that surround the involvement of clients in the Medicare’s Part D Program:</i></p> <ul style="list-style-type: none"> • Eligibility • Rx Costs • Application • Reconciliation 	<input type="checkbox"/>	<input type="checkbox"/>
9	<p>Proposer confirms that the pharmacy plan administration services described in this prequalification package are provided directly by the proposing PBM and that all contractual terms and conditions are subject to negotiation by Pinellas County Government and its consultant.</p>	<input type="checkbox"/>	<input type="checkbox"/>
10	<p>Proposer confirms that it understands that the award of pharmacy plan administration services will not be contingent upon the award of any other services and any proposals that require any such contingency will not be considered.</p>	<input type="checkbox"/>	<input type="checkbox"/>
11	<p>Proposer confirms that it can offer a three year financial arrangement with minimum pricing guarantees, with an option for one two year renewal, including an annual market check, with a 1% threshold.</p>	<input type="checkbox"/>	<input type="checkbox"/>
12	<p>Proposer confirms that any proposal your organization submits will be based on your broadest retail network with at least 64,000 retail pharmacies and will not require any copay incentives or differentials for particular pharmacies.</p>	<input type="checkbox"/>	<input type="checkbox"/>

#	MINIMUM REQUIREMENT	Meets	Does Not Meet
13	<p>Proposer confirms that it can provide a proposal based on a 100% transparent financial arrangement with full pass through of all discounts, dispensing fees and rebates (i.e., no spread allowed), including minimum guarantees for each component.</p>	<input type="checkbox"/>	<input type="checkbox"/>
14	<p>Proposer confirms that each pricing guarantee will be reconciled individually by component (no aggregate reconciliation) on an annual basis. Shortfalls in one guarantee component may not be offset by surpluses in another guarantee component. A component is defined as a guaranteed item, i.e. “retail brand discount” is one component.</p>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION E – SCOPE OF WORK**D. PHASE II - SCOPE OF WORK:**

Proposers shall provide a project approach, concisely addressing the items outlined below.

1. Access to national and local contracted networks of pharmacies;
2. Claims processing services including manual and electronic acceptance of claims and payment services;
3. Utilization review of pharmacy claims and cases;
4. Clinical programs supporting members with chronic or complex conditions and to control costs;
5. Customer service representatives to respond to member inquiries;
6. Enrollment services and materials including ID cards, provider lists, claims forms, and drug cost estimator support and education tools;
7. Partnering with the County and onsite wellness staff to provide any additional resources;
8. Vendor integration and data sharing with medical plan administrator to automate deductible and out-of-pocket maximum accumulators;
9. Intent and process to partner with the carve-out vendor counterparts to produce a positive outcomes and an integrated member experience;
10. Data sharing with data aggregation vendor (Truven) to populate the County's data aggregation system for reporting and analysis;
11. Detailed management reporting, clinical reporting and ad-hoc reporting;
12. Online claims and benefit plan information access for members via secure portal;
13. Online reporting and eligibility access for plan sponsor;
12. Administrative and operational capabilities as well as medication management capabilities and approach, including Return on Investment methodology and performance guarantees;
13. Working with the County to administer, streamline and/or modify the current incentive programs as well as develop future programs to include pharmacy incentive;
14. Providing an onsite representative to assist with claims resolution issues and participate in quarterly meetings to review program results and strategic initiatives. The account representatives should be familiar with not only pharmacy, but health and wellness programming, consumerism, etc.;
15. Providing a licensed pharmacist to participate in quarterly meetings and strategic planning initiatives;

The following should be addressed within the Statement of Work:

16. Examples of successful integration experience with other vendors;
17. Partnering with the County to help manage healthcare costs and improve the overall health status of employees and their families;
18. Examples of leading edge initiatives that have been developed or are in development that would support the County in creating member engagement towards positive health outcomes. Concise case studies are strongly encouraged;
19. A detailed implementation plan including how Proposer will work with County to provide a smooth implementation of benefits and services to employees.

E. PHASE II QUESTIONNAIRE:

Proposers will be directed to a website via addendum for submission of the Phase II questionnaire, financial information, and any additional information requested.

F. EVALUATION CRITERIA: HR to review weighting

Criteria used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Formulary Impact (100 Points)

Adequacy and impact of formulary.

2. Project Approach (200 Points)

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work, specifically addressing the questions in Section D. Include each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable.

3. Administrative/Operational Capabilities (200 Points)

Capabilities and operations to provide the administrative services as outlined in the Scope of Work.

SECTION E – SCOPE OF WORK

4. Total Cost (300 Points)

Required information and documentation as requested within the online questionnaire will be reviewed by the County's health and benefit consultant to obtain overall compensation costs.

5. Specialty Management (150 Points)

Capabilities in specialty pharmacy management.

6. No Exceptions to RFP (50 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

7. ITEMS TO BE RETURNED WITH PROPOSAL:

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

To be submitted to the County as noted on Page 1 of the RFP:

Phase I		
a)	Page 1	Proposal Signature Page
b)	Section B	Proposal Submittal Copies
c)	Section D	Vendor References
d)	Section E	Pre-qualification Questionnaire
e)	Section F	ePayables Form
f)	Section F	W-9 Form
g)	Section G	Addendum Acknowledgement Form (If Applicable)
h)	Section H	Statement of No Submittal (If Applicable)

To be submitted to the County as noted on Page 1 of the RFP

Phase II		
i)	Page 1	Proposal Signature Page
j)	Section B	Item 2 Proposal Requirements
k)	Section G	Addendum Acknowledgement Form

To be submitted to County's health and welfare consultant per Section B:

- Phase II – online proposal submittal

SECTION F ELECTRONIC PAYMENT**Electronic Payment (ePayables)**

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

Yes

No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS

Proposal No: 156-0175-P(JA)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **156-0175-P(JA)** for **PERSONNEL SERVICES – EMPLOYEE PRESCRIPTION DRUG BENEFITS.**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and _____ (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to _____ (“RFP”) for _____ services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in _____, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from _____.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date; or

_____, 20____,

and shall remain in full force and effect for _____

B. Term Extension. (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

The Parties may extend the term of this Agreement for ___ () additional _____ () month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$_____.

For Services completed and accepted as provided in Section 15 herein if applicable, payable **[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]** [in equal monthly payments of \$___ beginning on the first day of the month commencing on __, 20___, upon submittal of an invoice as required herein.]

on a fixed-fee basis for the deliverables as set out in Exhibit _____, payable upon submittal of an invoice as required herein.

at the following hourly rates (select appropriate box):

the hourly rate of \$_____; or

[DESCRIBE PAYMENT TERMS] _____

C. Travel Expenses. (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with County Travel Policy, and as approved in writing in advance by _____.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

to the designated person as set out in Section 18 herein;

as provided in Exhibit ___ attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws. The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit _____, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the _____ or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to [*Proposer*] _____. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County’s failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 (others which by their nature would survive) and ___.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
Attn: _____

For Contractor:
Attn: _____

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, Contractor shall not _____.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including _____ and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its _____

[ADD CONTRACTOR'S NAME BELOW]

By: _____

By: _____

Name: _____

Title: _____

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

[INSERT ATTEST BOX BELOW FOR BOARD OF COUNTY COMMISSIONER AGREEMENTS]
[SUBJECT TO CHANGE]

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

[INSERT INSURANCE REQUIREMENTS AFTER CONTRACT REVIEW]

EXHIBIT C

PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between _____, ("Business Associate") and Pinellas County and _____ ("Covered Entity").

RECITALS

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164;

WHEREAS, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), amended provisions of HIPAA widening the scope of privacy and security protections available under HIPAA, increases the potential for legal liability and provides for more enforcement; and

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place; and

WHEREAS, on March 26, 2013, the Department of Health and Human Services ("HHS") HIPAA Omnibus Final Rule became effective, modifying the requirements for Business Associates and Business Associates Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing which are hereby acknowledged and incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

1.2 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

1.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County _____.

1.4 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.5 “Privacy Regulations” means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.6 “Services” means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.7 “Underlying Agreement” means the _____ Agreement executed by the Covered Entity and Business Associate, if any.

**ARTICLE II
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

2.1 Business Associate agrees to:

2.1.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as required by law;

2.1.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement;

2.1.3 Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.3.1 The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) calendar days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure; and

2.1.3.2 Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

behalf of the Covered Entity only when so directed by the Covered Entity or required by law.

- 2.1.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 2.1.5 Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
 - 2.1.5.1 Requests received by the Business Associate directly from an individual seeking access to protected health information in a designated record set will be forwarded to the Covered Entity within two (2) business days to allow the Covered Entity to process the request.
- 2.1.6 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 - 2.1.6.1 Requests for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity within two (2) business days to allow the Covered Entity to process the request.
 - 2.1.6.2 Business Associate shall to incorporate any amendments to the information in the designated record set within two (2) business days.
- 2.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within two (2) business days, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 regardless of whether the business associate received the request for an accounting of disclosures directly from the individual, or the Covered Entity made the Business Associate aware of such a request received by the Covered Entity;
 - 2.1.7.1 For each Disclosure that requires an accounting, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.
- 2.1.8 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.9 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 2.2 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this Agreement or the agreement to which it is appended.
- 2.3 Permitted Uses and Disclosures of Protected Health Information.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

2.3 Business Associate may only:

2.3.1.1 Use and Disclose Protected Health Information as necessary to perform Services for, or on behalf of Covered Entity (insert description of services) in accordance with the Underlying Agreement;

2.3.1.2 Use Protected Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);

2.3.1.3 Use or Disclose Protected Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with covered entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in a manner that would not be permissible if done by Covered Entity;

2.3.1.4 Use or Disclose Protected Health Information as required by law;

2.3.1.5 Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity.

2.3.1.6 Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.5 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

Information by Business Associate in violation of the requirements of this Agreement.

**ARTICLE III
OBLIGATIONS OF COVERED ENTITY**

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

**ARTICLE IV
TERM AND TERMINATION**

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Protected Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Protected Health Information. However, if the Business Associate determines that neither return nor destruction of Protected Health Information is feasible, Business Associate shall

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HIPAA BUSINESS ASSOCIATE AGREEMENT

notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Protected Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Protected Health Information, and (b) further limits Uses and Disclosures of Protected Health Information to those purposes that make the return or destruction of Protected Health Information infeasible.

4.5 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

**ARTICLE V
MISCELLANEOUS**

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm’s length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate:

If to Covered Entity: _____

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

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HIPAA BUSINESS ASSOCIATE AGREEMENT

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in Pinellas County, Florida or federal court (if permitted by law and a party elects to file an action in federal court) in the Tampa Division of the Middle District of Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Approved as to form subject to proper execution

By: _____
Office of the County Attorney