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# 25-0258-RFP Pharmacy Benefit Services

★ Solicitation

**Ⅲ** HUMAN SERVICES

**>** 20967, 46575, 47536, 47570, 91878... show all

Project ID: 25-0258-REQ

Release Date: Tuesday, February 11, 2025

Due Date: Thursday, March 20, 2025 3:00pm

Posted 

Tuesday, February 11, 2025 10:38am

Bid Sealed

□ Diving Cooled

☑ Pricing Sealed
All dates & times in Eastern Time



# 1. Notice

Add optional description to section

### SOLICITATION

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

RFP - Informal / Formal

25-0258-REQ

25-0258-RFP Pharmacy Benefit Services

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: Non-Mandatory

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER THE OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration and for posting, submitting, and receiving bids, quotes, and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<a href="https://procurement.opengov.com/signup">https://procurement.opengov.com/signup</a>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email:procurement-support@opengov.com

Chat is available in the OpenGov application

Web: https://help.procurement.opengov.com

Please Note:

From time to time, an addenda may be issued to this solicitation. Any such addenda will be posted to <a href="https://procurement.opengov.com/portal/pinellasfl">https://procurement.opengov.com/portal/pinellasfl</a>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

Budget Amount: \$2,300,000.00 Budget Description: General Fund

Budget Account ID:

Not provided

Post Information

Posted At:

Tue, Feb 11, 2025 10:38 AM

Sealed Bid Process:

Yes (Bids Sealed / Pricing Sealed)

Private Bid:

No

# 2. Introduction

Add optional description to section

# 2.1. Summary

Add optional description to subsection

Pinellas County seeks to contract pharmaceutical services to support eligible clients of the Pinellas County Health Program (PCHP) and the Healthcare for the Homeless Program (HCH). The successful proposer's duties include, but are not limited to, managing a pharmacy network or overseeing pharmacy sites and pharmaceutical dispensing; providing network and prescription monitoring services; tracking pharmacy benefit eligibility and utilization; ensuring accurate documentation of eligible prescriptions; and verifying compliance with all applicable federal, state and local regulations.

Pinellas County (County) will establish a standard services agreement with a qualified pharmacy benefit manager (Proposer) to provide cost-effective, geographically accessible, and high-quality pharmaceutical services to eligible PCHP and HCH clients in accordance with the requirements and provisions stated herein.

# 2.2. Background

Add optional description to subsection

The PCHP was established in 2008 by the Pinellas County Board of County Commissioners (Board) to provide accessible and affordable quality healthcare services for low-income (100% current Federal Poverty Level- FPL), uninsured individuals between the ages of 18-64 who do not maintain or are otherwise ineligible for, another type of medical insurance. Clients are eligible for PCHP as determined by the County's certification staff using eligibility guidelines found at the following link: <a href="https://pinellas.gov/programs/pinellas-county-health-program/">https://pinellas.gov/programs/pinellas-county-health-program/</a> PCHP primary care services are currently delivered countywide through five (5) medical home sites.

In addition to the PCHP, the County offers healthcare services for homeless individuals through HCH, a full-service Federally Qualified Health Center (FQHC) funded in part by a grant from the US Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA). HCH services are provided at the Bayside Health Clinic and various locations throughout the County via a 45-foot mobile medical unit and a smaller street medicine van. A third mobile clinic is expected to be online by the end of 2025. More information about HCH can be found at the following website link: Health Care for the Homeless Program - Pinellas County.

The clinics and mobile units are operated through a contract with the State of Florida Department of Health, Pinellas County Health Department (DOH Pinellas). As part of PCHP and HCH, qualifying individuals may receive primary care, wellness and prevention services, mental health and substance use services, nutrition education and counseling, health screenings, physical therapy, laboratory and specialty care services, and dental and pharmacy services. The goals of the programs are to reduce the use of the emergency room for non-emergent care, assist individuals in the maintenance of healthy lifestyles, and coordinate health services to improve health outcomes. In the calendar year 2023, PCHP saw 2,953 active clients, and the HCH program saw 4,913 clients.

Pharmaceutical services are an integral tool to support healthcare for our program clients. All PCHP and HCH clients are eligible for pharmacy services. In Fiscal Year 2023 (FY23), over 58,000 prescriptions (does not include restocks) were dispensed for program clients through the County's contracted Pharmacy Benefits Manager (PBM). The County wishes to support a collaborative partnership to meet the pharmaceutical needs of PCHP/HCH clients in an effective and efficient manner.

One of the key goals of PCHP/HCH is to ensure the delivery of quality services while maintaining effective pricing controls for the program. The awarded proposer is expected to participate in and support cost-saving initiatives, to include: regular formulary reviews, lowest-price pharmacy utilization, 340b implementation and over-the-counter medication process controls.

PCHP and HCH also utilize a Prescription Assistance Program (PAP) contracted through Suncoast Health Council, Inc's MedNet Program. The awarded proposer shall assist the County with transitioning clients to this program as appropriate. See link below for more information: <a href="http://suncoasthealthcouncil.org/current-programs/mednet-prescription-assistance-program/">http://suncoasthealthcouncil.org/current-programs/mednet-prescription-assistance-program/</a>

### 2.3. Contact Information

Add optional description to subsection

Patricia Cortez, CPPB, NIGP-CPP Lead Procurement Analyst 400 S. Fort Harrison Ave 6th FI Clearwater, FL 33756 Email: <u>pdcortez@pinellas.gov</u> Phone: (727) 464-3766

Department:

# 2.4. Timeline

Add optional description to subsection

Issue Date: February 11, 2025

Pre-Conference Information (Non-Mandatory): February 19, 2025, 10:30am Microsoft Teams Join on your computer, mobile app or room device.

Meeting ID: 267 055 349 059 Passcode: wt23qX7N

Download Teams | Join on the web or call in (audio only) Dial in by phone +1 813-644-3116,,199407798# United States, Tampa

Find a local number

Phone conference ID: 199 407 798#

Question Submission Deadline: March 5, 2025, 1:00pm

Proposal Submission Deadline: March 20, 2025, 3:00pm

# Instructions & General Conditions for Submittals

Add optional description to section

### 3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".
- D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

### 3.2. INSTRUCTIONS & PROCEDURES

- A. PREPARATION OF SUBMITTAL Submittal will be prepared in accordance with the following:
  - Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
  - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  - 3. Alternate submittals will not be considered unless authorized by the solicitation.
  - 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
  - 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor 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 Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
  - 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
  - 7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
  - 8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes

### **B. SUBMITTAL METHOD & FORMAT**

- 1. Submittals must be uploaded utilizing the OpenGov procurement website (<a href="https://procurement.opengov.com/portal/pinellasfl">https://procurement.opengov.com/portal/pinellasfl</a>). Failure to comply could result in the submittal being rejected.
- 2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
- 3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
  - a. How do I convert my files to PDF format?
  - b. 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.
  - c. Should I scan everything and save as PDF?
  - d. 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 picture of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

### C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

### D. INTEGRITY OF SOLICITATION DOCUMENTS

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

# E. LATE SUBMISSION OR MODIFICATIONS

- 1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- 2. Modifications in writing received prior to the time set for the submittal will be accepted.

#### F. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this
solicitation document.

#### G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

### H. REJECTION OF SUBMISSION

- 1. The County may reject a submittal if:
  - a. The Contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.
  - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

### I. PUBLIC REVIEW AT OPENING

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

### J. TABULATION INQUIRIES

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

# 3.3. PRE-CONFERENCE

### A. PRE-CONFERENCE (Mandatory & Non-Mandatory)

1. The County may at its discretion hold a pre-conference to address all respondent questions pertaining to the solicitation or technical specifications. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation. The County may elect, based on the scope of a specific project, to make the pre-conference mandatory, which will be specified in the "Special Terms & Conditions" section of this solicitation document. If the pre-conference is advertised as mandatory, any responses received from respondents who did not attend the mandatory pre-conference will be judged non-responsive and will not be considered for award.

### 3.4. JOINT VENTURES

Contractors intending to submit 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 (see Section 489.119 Florida Statutes). Joint ventures 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.

### 3.5. EVALUATION CRITERIA - RFP

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals.

Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified Contractor, per the evaluation criteria listed in the solicitation.

### 3.6. 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 the proposals submitted.
- F. the right to request any necessary clarifications or proposal data without changing the terms of the solicitation.
- G. the right to require the Proposer to perform the services required on the basis of the original submittal without negotiation.

### 3.7. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

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

"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. EST on the fifth full business day after posting of the award recommendation."

"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."

"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 respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors 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 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 to address situations such as clarification and/or pose questions

related to the procurement process. 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."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director 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. EST on the tenth full business day after the filling thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST 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 respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"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. EST 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."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

### 3.8. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

# 3.9. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the County as an amendment to this agreement and authorized in writing, the Contractor will provide such additional requirements as may become necessary.

# 3.10. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### 3.11. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will 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 will identify the prospective business association, interest or circumstance, the nature of work that the Contractor 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 Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.
- 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:
  - 1. Pinellas County Clerk of Circuit Court Division of Inspector General
  - 2. Phone (727) 45FRAUD (453-7283)
  - 3. Fax 727-464-8386

### 3.12. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

### 3.13. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

### 3.14. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

# 3.15. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 <a href="https://www.flsenate.gov/Laws/Statutes/2011/607.1501">www.flsenate.gov/Laws/Statutes/2011/607.1501</a>.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

# 3.16. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. 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. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. ALTERNATES: Alternates will not be considered unless authorized by the solicitation. 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. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

# 3.17. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontracts will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

### 3.18. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

### 3.19. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

# 3.20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

### 3.21. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

### 3.22. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing 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 respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the

advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/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, request 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, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

### 3.23. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(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 Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

#### 3.24. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

# 3.25. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period.

This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

### 3.26. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its Contractors 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.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors 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.
- D. 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 submittal received.

# **Definitions for Recycled Materials:**

**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.

### 3.27. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

### 3.28. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

### 3.29. PUBLIC ENTITY CRIMES STATEMENT

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 submittal 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 submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

# 3.30. 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 will belong exclusively to the County.

To the extent that Contractor 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 Contractor will provide an additional copy of the Contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will 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 will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials:
- B. That to the extent that the Contractor with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, 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 agreement award;
- C. 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 Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- D. 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. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain

public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

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

### 3.31. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.



# 4. Special Terms & Conditions

Add optional description to section

### 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for 25-0258-RFP Pharmacy Benefit Services to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> to be <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a>

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (if the Agreement includes software, online, or digital content services)

Any terms required by law

# 4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 60 months from the date of Agreement award and any extension thereof.

# 4.4. TERM EXTENSION(S) OF CONTRACT

Not Applicable

### 4.5. NON-MANDATORY PRE-SUBMITTAL CONFERENCE:

All questions pertaining to the solicitation or technical specifications will be reviewed at this time. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation.

Microsoft Teams

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Meeting ID: 267 055 349 059 Passcode: wt23qX7N

Download Teams | Join on the web or call in (audio only) Dial in by phone +1 813-644-3116,,199407798# United States, Tampa Find a local number

Phone conference ID: 199 407 798#

Wednesday, February 19, 2025

10:30 am

### 4.6. PRE-COMMENCEMENT MEETING

Not Applicable

# 4.7. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

### 4.8. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

# 4.9. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

### 4.10. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### 4.11. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

### 4.12. PERFORMANCE SECURITY

Not Applicable

+ Add Item

# Insurance Requirements

Add optional description to section

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. 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 VIII or better.

# 5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.
- C. 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 Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascount
  - 1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a>. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  - 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor 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.
  - All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

- c. Provide that County will be an additional indemnified party of the subcontract;
- d. 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;
- e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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.
- F. 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.
  - 2. 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 Vendor.
  - 3. 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.
  - 4. All policies shall be written on a primary, non-contributory basis.

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:

### 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### A. Limits

- 1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <a href="https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/">https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/</a>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

### A. Limits

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

### 5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include 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:

# A. Limits

- 1. Each Occurrence \$ 1,000,000
- 2. General Aggregate \$ 1,000,000

B. 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.

# 5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

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.

### A. Limits

- 1 Fach Occurrence or Claim \$ 1,000,000
- 2. General Aggregate \$ 3,000,000
- B. 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.

# 5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.



# 6. Scope of Work / Specifications

Add optional description to section

### 6.1. GENERAL REQUIREMENTS

- A. Proposer shall demonstrate the capability to provide pharmaceutical services through a network of pharmacies to eligible clients of the PCHP and HCH programs, as detailed herein. The County retains the right to define and or restrict the pharmacy network to support the best interests of the program.
- B. The County may modify the PCHP and HCH programs to meet federal, state, or county requirements. Proposers must have the capability to implement these modifications within ten (10) calendar days of receiving written notice. Modifications may include, but are not limited to, a change in the network size, providers, formulary, eligibility, etc.
- C. The Proposer should be able to manage separate client programs, including separate networks and formularies, as necessary for program eligibility and compliance purposes.
- D. The Proposer must provide a transition plan to implement services by October 1, 2025. The timeframe from award to implementation date may be less than 6 months.
- E. The Proposer shall ensure that each contracted pharmacist possesses a current license from the Florida State Board of Pharmacy in accordance with Chapter 465 of the Florida State Statutes and shall maintain said license in good standing for the duration of the contract.
- F. The Proposer shall ensure each contracted network pharmacy possesses a current pharmacy permit from the Florida State Board of Pharmacy in accordance with Chapter 465 of the Florida State Statutes and shall maintain said permit in good standing for the duration of the contract.
- G. As part of this proposal, the Proposer must provide a detailed emergency plan/contingency plan to the county for the continuation of services. In the event of a disaster or emergency, the Proposer shall provide, at no additional cost to the County, pharmacy services at participating pharmacies in areas that are not evacuated.
- H. Program prescription coverage is limited to an adopted formulary prescribed by in-network prescribers, which will be comparable to the existing PCHP/HCH formulary (See <u>Pinellas County Indigent Health Program Formulary Pinellas County</u>). The formulary is limited to generics only, with established authorization procedures for brand and non-covered medications. Controlled substances and pain management prescriptions are restricted. The <u>Covered and Non-Covered Services document is attached.</u>

### 6.2. Scope of Work

### A. Pharmaceutical Services and Eligibility Verification -

- 1. Proposer will provide a network of pharmacies to dispense prescriptions to eligible PCHP/HCH clients.
- 2. Proposer will ensure that when an eligible PCHP/HCH client presents a prescription at a contracted network pharmacy, the network pharmacy has the capacity to:
  - a. verify participant eligibility electronically
  - b. verify prescription is written by an in-network prescriber
  - c. review prescriptions to determine if the product is covered in the formulary
  - d. submit for overrides/prior authorization for brand name medications, non-formulary medications, and medication restrictions
  - e. transmit eligibility and prescription claim information electronically
  - f. fill all medications to patients for self-administration in accordance with all applicable federal, state and local laws
  - g. counsel the patient regarding the proper method of taking the drug and any known side effects
  - h. counsel the patient regarding possible drug interactions, and
  - i. dispense the filled prescription order to the patient.
- 3. Proposer shall ensure that at no time will persons served under this contract be segregated or separated from private patients in such a way as to make them stand out from other persons being served by the proposer or in any of the program's contracted network pharmacies.
- 4. The Proposer shall not charge co-pays or balance bill any patients eligible for services through the County unless directed to or advised by the County.
- 5. Proposer should verify client eligibility using PCHP/HCH client ID number. Proposer shall support a system to ensure that at no time a client will be *required* to present a social security number for verification or eligibility; however, if a client presents without their client ID number and is willing to share additional information, eligibility *may* be verified using other identifiers. The County will not pay for prescriptions if a client is not eligible in the system.
- 6. The Proposer shall describe processes to ensure that contracted pharmacies dispense generic equivalent drugs to fill the prescriptions, or that a prior authorization process is followed if a generic equivalent is unavailable.
- 7. Proposer shall demonstrate the ability to facilitate and/or support a prior authorization process that is streamlined and efficient for both pharmacies and approvers. The ideal prior authorization process would provide for automatic notification or an reviewable request queue. Proposer should describe their system's ability to preauthorize certain overrides based on various factors, such as hospital discharge, diagnosis, or otherwise.
- 8. The Proposer should have the capacity to supply pharmacies in the network with a description of the PCHP/HCH program and will provide assistance, education, and customer support to the pharmacies regarding the programs.
- 9. The Proposer shall indicate the quantities of free flu, pneumonia, tetanus, or other vaccines or medications per contract year able to be delivered to a single, County-designated location for use by the County's primary care provider(s), or any other no cost value-added services or products as part of their proposal.
- 10. The Proposer shall describe if and how they are able to provide access to select generic oral antibiotic & anti-infective treatments within select pharmacy locations for free for up to a 14-day supply at average oral doses or provide a comparable offer.
- 11. Proposer shall monitor and leverage cost reduction medications and programs available through select providers and pharmacies for the PCHP/HCH program.
- 12. The County may seek to expand the availability of pharmaceutical services to other non-PCHP/HCH populations and Proposer agrees to work with the county to support additional programming upon request.

# B. Accessibility and Locations -

- 1. The Proposer must describe their methodology of providing cost-effective, high quality pharmacy services, through a preestablished network of pharmacies that are located throughout Pinellas County including:
  - a. Provide a map of all network pharmacies with the locations of the five (5) medical homes and the Bayside Health Clinic, demonstrating geographic distribution across the entire county and ease of access by a transportation disadvantaged population. Locations: <u>Pinellas County Health Program - Pinellas County.</u>
  - b. The proposed network shall have a pharmacy that can provide for daily delivery including coordination delivery to local homeless shelters such as Pinellas Hope, located at 5726 126<sup>th</sup> Ave N., Clearwater, FL 33760, and Pinellas Safe Harbor, located at 14840 49<sup>th</sup> St N., Clearwater, FL 33762. The County reserves the right to edit or add delivery sites to ensure widest dissemination of medications to PCHP/HCH clients.
  - c. Proposer should note if delivery can be made available to any program participant, and if there is any cost savings or increase for those opting to have home delivery.
  - d. All pharmacy locations shall make available all medications on the formulary (both independent pharmacies and pharmacy chains).
- 2. The Proposer shall demonstrate the ability to provide pharmacy services seven (7) days per week. Clients and referring physicians should find services accessible and network pharmacies responsive without exception.
- 3. The Proposer must be able to communicate with the pharmacy network regarding PCHP/HCH updates or changes via broadcast fax, email or mail and provide copies of all pharmacy correspondence to designated county personnel. The Proposer should describe efforts to regularly train and update network pharmacies for familiarity with the health program.

- 4. The Proposer should describe their ability to provide same-day prescriptions to PCHP/HCH clients.
- 5. Proposer should describe how all pharmacy locations are connected on a common network using the same database in order to monitor patient information and manage the formulary. The Proposer's network administration should include the following services: electronic eligibility verification, centralized claims and processing capability, accurate drug pricing, detailed reporting and flexibility for frequent changes.
- 6. Proposer shall describe efforts to review network size and availability on a regular basis to ensure cost savings are maximized with minimal impact to client services.
- 7. The Proposer shall provide at least 30-day notice, or notice as soon practicable, of any event or negotiation that may cause a disruption or decreased access to any pharmacy within the network for seven (7) days or longer

### C. Formulary -

- 1. The Proposer must utilize the existing County formulary and adjust as necessary for efficiency in collaboration with the County and DOH- See <u>Pinellas County Indigent Health Program Formulary Pinellas County</u>. The Proposer must coordinate with the County and its partners to review the PCHP/HCH formulary no less than quarterly to address cost savings opportunities.
- The Proposer must work directly with the County to develop a standard formulary format. The County, in partnership with DOH and Proposer, will develop the list of covered medications.
- 3. Proposer must utilize a system or procedures to ensure compliance with program limitations and shall describe efforts to identify and analyze trends and utilization anomalies. For example, eligible clients are limited to ten (10) medical and five (5) non-medical (e.g., supplies) prescriptions per month.
- 4. Formulary and limitations are subject to change during the contract. The Proposer shall be able to implement Formulary changes within ten (10) business days after receipt of such request. An updated formulary shall be provided to the County within one (1) business day of any changes.
- Proposer must demonstrate the capability to manage multiple formularies under this agreement based upon client program enrollment.
- 6. The Proposer should be capable and describe the ability to implement a "Step Therapy" process and provide examples.

# D. Over the Counter (OTC) Medication Program -

- 1. Proposer must offer an OTC medication program and describe how their OTC program would support lower/best pricing.
- 2. Proposer must secure the participation of noted pharmacies in the OTC process and show the OTC network pharmacies on a geographical map, if different than the full network.
- 3. The County is open to the delivery mechanism for OTC medications through an established pharmacy network, as long as it is streamlined and easily accessible for clients while maximizing access to cost-effective medication.

# E. Technology, Security and HIPAA Requirements -

# 1. Support

- a. The Proposer must have the technical capacity (hardware, software, and Information Technology personnel) to develop, implement and maintain the program services.
- b. All hardware/software platforms shall be supplied by the Proposer and shall be consistent for all system users within the Proposer's operation, unless otherwise directed by the County.
- c. The Proposer must have a sandbox environment available to the County that mimics the production environment to test functionality and integrations without affecting production systems.

### 2. Interoperability

- a. The County must have the ability to send program enrollment and eligibility to the Proposer.
  - i. To support the current integration, the Proposer must have secure remote access for the County to send and receive data files twice a day to ensure eligibility is current.
    - I. The Proposer must accept an eligibility file of new enrollments daily in HIPAA X12 834 version 5010 format.
    - II. The Proposer must accept a full enrollment file daily in HIPAA X12 834 version 5010 format.
    - III. The files will be transferred using either File Transfer Protocol (FTP) with PGP encryption or Secure File Transfer Protocol (SFTP).
  - ii. For future integration requirements, the Proposer should enable the County to implement near real-time updates via APIs or other modern integration mechanisms.
    - I. Data must be formatted per HIPAA X12 834 or other industry-standard formats for data exchange of eligibility/enrollment.
- b. The Proposer must have the capability to send encrypted claims submissions to the County.
  - i. To support the current integration, the Proposer must have the capability to securely send an encrypted claims file bi-monthly.

- I. Data file must be formatted in a National Council for Prescription Drug Programs (NCPDP)

  Pharmacy Claim Submission Version D.0 format.
- ii. For future integration requirements, the Proposer should enable the County to implement near real-time updates via APIs, webhooks, or other modern integration mechanisms.
  - I. Data must be formatted per NCPDP or other industry-standard formats for data exchange of pharmacy claims.
- iii. Electronic data transfer capability shall be operational within 30 days of contract start date; the first billing shall be forthcoming within four (4) weeks after start of contract.
- c. The Proposer should have the ability to receive and process pre-authorization requests for prescription claims.
  - i. The County should have the ability to send pre-authorization requests to the Proposer via API or other modern integration mechanisms.
    - I. Data must be formatted per NCPDP or other industry-standard formats for data exchange of pharmacy claims.
    - II. The Proposer should send a pre-authorization response back to the County reflecting the status of the pre-authorization via API or other modern integration mechanisms.
      - I. Response should be received within 24 hours of the request.
      - II. Data must be formatted per NCPDP or other industry-standard formats for data exchange of pharmacy claims.
- d. The County is currently in the implementation phase of an electronic health record and case management software system upgrade, and the successful Proposer will be required to adjust the data feed to meet future requirements or needs within 30 days of request, up to and including changes to the existing integration processes to support our fully-integrated system while ensuring and supporting backward compatibility for the current system.

### 3. Data Security and Privacy

- a. The Proposer must possess and adhere to a comprehensive Data Security Policy that addresses:
  - i. Data classification and protection (e.g., confidentiality, integrity, availability)
  - ii. Data breach notification procedures
  - iii. Data retention and disposal policies
  - iv. Compliance with relevant regulations (e.g., HIPAA, NIST)
- b. The Proposer must provide evidence of regular policy reviews and updates.

### 4. Incident Response Plan

- a. The Proposer must have a documented and tested incident response plan for cybersecurity incidents (e.g., data breaches, malware attacks, ransomware).
- b. The Proposer must notify The County within 48 hours of a security incident that is related to or could impact County users, systems, data, credibility, or reputation.
- c. The Proposer must provide authentication and access logs in the event of an incident or unauthorized access.

### 5. Cloud Security (if applicable)

a. If utilizing cloud services (e.g., AWS, Azure, GCP), the Proposer must provide evidence of compliance with relevant security standards (e.g., SOC 2, ISO 27001).

### 6. Authentication Standards

a. The Proposer must support secure and modern authentication standards, including SAML, OAuth2, and OIDC, to facilitate secure access and integration for County employees and systems.

# 7. Risk Management and Compliance

- a. The Proposer must list last three dates for completed Third-Party Comprehensive Risk audits including HIPAA compliance assessment.
- b. Proposer shall use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.
- c. The Proposer must provide evidence of HIPAA compliance. The awarded proposer shall be required to sign a HIPAA Business Associate Agreement (BAA) at the time of award (See Attachment B).

# F. Health Resources and Services Administration (HRSA) 340B Pricing -

1. The Proposer should demonstrate the capacity to participate in the HRSA 340B Drug Pricing Program. The Proposer shall provide certain administrative, consulting, management, and related services to the County in connection with such Covered Entity healthcare services, operations and programs, including, but not limited to, the development and management of

- contract pharmacy programs and networks. The Proposer shall describe in detail its capacity to implement and maintain this 340B Drug Pricing Program, including contracting, managing virtual inventories and replenishment, verification of patient and clinic program eligibility, maintaining accurate pricing, and preventing drug diversion and duplicate discounts/rebates.
- 2. If the Proposer cannot provide the above services, describe the ability to effectively work with the contract pharmacy network and third-party administrator selected by the County. Proposer shall agree to comply with all policies and procedures of the 340B Drug Pricing Program and shall execute all requirements of the 340B Drug Pricing Program.

### 6.3. Additional Deliverables and Requirements

### A. INVOICES AND DATA REPORTING

- 1. Proposer shall submit invoices under this agreement on a bi-monthly reimbursement basis. Invoices must be received no later than five (5) days after the closure of the bi-weekly cycle. Payments shall be made in accordance with the Florida Prompt Payment Act. Invoices submitted after sixty (60) days from date of service will not be considered for payment. Proposer must have the capabilities in place for Electronic Funds Transfer (EFT).
- 2. The Proposer shall propose and execute an appropriate drug utilization review process and communicate such to the County via monthly reports. The Proposer shall also participate in County drug utilization review efforts.
- 3. The Proposer shall provide an encrypted electronic Dispensing Report in a format approved by the County of all drugs dispensed to PCHP/HCH clients, including the total numbers of drugs by therapeutic class, name of medicine and dosage unit. The monthly reports shall include quarterly aggregations for the current fiscal year and corresponding timeframes for previous fiscal year for comparison, when applicable. The reports shall also include dispensing by drug categories including, but limited to cardiovascular, diabetes, statins, mental health, asthma, alcoholism, pain and controlled substances, including schedule I, II, III and IV drugs. The report shall include medications dispensed person-to-person in the pharmacies and via mail order. The monthly reports must be received by the 10<sup>th</sup> of the following month.
- 4. The Proposer will provide NDC-based drug cost comparisons to allow for informed decisions and review of program upon request.
- 5. The Proposer must be able to participate in bimonthly program management meetings via conference call and onsite face-to-face meetings biannually to discuss program performance outcomes, at no additional cost to the County.
- 6. The Proposer must provide access to an ad hoc reporting system to allow the County to run additional reports. They must provide a list of any clinical programs and services that they have available at no cost, as well as a list of those that have an ancillary cost associated.
- 7. The Proposer must provide access to dedicated staff to investigate and resolve concerns, and to meet specific and often quick turnaround reporting needs which cannot be accessed via reporting system or which may require additional training to access.
- 8. The Proposer's claims and eligibility system must have the capacity to capture the following data elements, and others needed, for reporting purposes:
  - a. County Health Record Client ID Number
  - b. Unique Claim ID
  - c. Date Filled
  - d. Client Last Name
  - e. Client First Name
  - f. Date of Birth
  - g. Gender
  - h. SSN, if available
  - i. Phone number, if available
  - i. NDC
  - k. Label Name
  - I. Generic/Brand
  - m. Quantity
  - n. Days' Supply
  - o. Pharmacy ID
  - p. RX Number
  - q. Prescriber Last Name
  - r. Prescriber First Name
  - s. Prescriber ID
  - t. Billed Amount
  - u. Dispense Fee
  - v. Patient Paid
  - w. Total Amount
  - x. Prior Authorization Identifier Code
  - y. RX Fill Number (Number of times filled)

- z. RX Written Date
- aa. Number of Remaining Refills
- ab. Medication Type (OTC, Maintenance, Controlled Substance)

### **B. AUDITING PROCEDURES**

- 1. The County and/or its designee shall have the right to review, during regular business hours, all financial records and data maintained by the Proposer for the County. The Proposer shall maintain comprehensive auditing and internal quality control procedures. At a minimum, the Proposer shall randomly audit sufficient claim production of each claim processor to maintain a 95% confidence level with no more than a 5% error level of its claim production for the Plan each month and will report the results of these audits monthly to the County. Internal audits also shall be conducted of claims and customer service areas with the County receiving copies of all internal audit reports related to the Plan upon audit completion.
- 2. The County and/or its designee will conduct periodic audits of the Proposer, to include:
  - a. Annual financial/compliance audits by an external auditing firm designated by the County.
  - b. Audit, on a random sample, focused basis, or 100% electronic re-adjudication of the Proposer's claims information.
  - c. Performance guarantee standard audit to confirm the validity of the performance results reported by the Proposer.
  - d. Annual performance standard audit by an external auditor designated by the County to confirm the accuracy of rebates.
- 3. The Proposer shall provide the necessary facilities and access to all systems and records involving the County to facilitate these audits, and otherwise shall fully cooperate with the County's auditors. The results will be reported and discussed with the Proposer and the County and appropriate steps taken to implement the audit findings.

#### C. PERFORMANCE CRITERIA AND REDUCTION IN PAYMENTS

- 1. The Proposer shall develop and offer performance guarantees to the County based on the Proposer service expectations. These guarantees will be evaluated on a quarterly basis, and if not met, may result in a negotiated reduction to the administrative fee paid by the County in the following quarter. The Proposal should offer specific standards and performance criteria which must be met by the Proposer, to include frequency of occurrence, method of measurement, and proposed reduction in administrative fee to be imposed by the County for the Proposer's non-performance. Final measures will be negotiated and incorporated into the final Services Agreement. These standards will ensure that a minimum level of performance is maintained by the Proposer and that efficient and effective program operations are maintained throughout the contract period. These standards and criteria may be modified as necessary by the County during the contract term to accommodate new program directions and changes which may arise.
- 2. Reporting of Performance Standard-Adherence to the performance standard developed above shall be reported to the County on a quarterly basis. The audit methodology of performance standards shall be developed by the Proposer and approved by the County. The Proposer must submit supporting documentation to the County to substantiate the results of each performance results audit. The Proposer must also agree that the County or its designee may conduct an independent audit at County expense of the items subject to performance standards. If there are any discrepancies between the County audit and the Proposer's audit, the discrepancy shall be resolved by the County and Proposer.
- 3. <u>Pricing Review-</u> The Proposer must demonstrate processes and procedures for continuously maximizing the cost effectiveness of the program through drug pricing negotiation. The County may request additional information to aid in pricing review, such as a monthly maximum allowable cost (MAC) list, the definitions of single-source and multi-source generic and brand drugs, and the pricing logic the Proposer will apply in their review.
- 4. <u>Rebates-</u>The Proposer must distribute to the County on a quarterly basis all rebates collected on the County's behalf for medications dispensed through this contract. The rebates will be paid to the County no later than six (6) months after the claim adjudication date and will be accompanied with supportive documentation.



# 7. Evaluation Criteria

Add optional description to section

### 1. Qualifications

Proposer should submit a detailed statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the 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. Statements will be evaluated on the quality and responsiveness of the following:

- a. Demonstrated experience and knowledge of the industry and the services outlined in the Requirements
- b. Summary of key staff qualifications
- c. Provision of a summary of three (3) examples of similar programs/services provided for similarly situated state or local government or non-profit organizations within the last three (3) years
- d. Indication of financial solvency and adequate insurance

e. Provision of value-added services such as company-offered guarantees, discount and savings programs, technical assistance, etc.

Scoring Method: 0-10 Points Weight (Points): 350 (35% of Total)

### 2. Approach and Statement of Work

Proposer shall submit a detailed proposed 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 narrative describing the methods and/or manner in which the requirements will be satisfied, and a 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 Agreement at the County's option. Submissions for this section will be evaluated on the quality and responsiveness of the following:

- a. Ability to meet or exceed each requirement and deliverable
- b. Sufficiency of details provided in submittal documents
- c. Overall demonstration of quality service provision, clarity and sufficiency of program design, and value of proposed services, processes, and program
- d. Timeline for initiation of program services and timelines for meeting deliverables within the Statement of Work
- e. Justification for deviation from requirements or deliverables
- f. Demonstration of established and efficient pharmacy benefit operations including all of the elements listed herein, with emphasis on an efficient eligibility verification process, geographical and logistical accessibility of services, a clinically holistic and cost-effective formulary, and an approver- and pharmacy-friendly prior authorization process.
- g. Demonstration of OTC distribution process sufficient to meet client needs.
- h. Demonstration of ability to participate in the 340b prescription program.
- i. Demonstration of the ability to support technology requirements and integrate or share program data in the required format(s).
- j. Demonstration of the ability to meet or exceed HIPAA security standards.

Scoring Method: 0-10 Points Weight (Points): 400 (40% of Total)

3. Compensation- Pharmacy Benefit Services Price Page Workbook

PLEASE NOTE- THE PHARMACY BENEFIT SERVICES PRICE PAGE WORKBOOK HAS THREE (3) TABS. COMPLETE TABS ONE AND TWO (1 AND 2) AS INDICATED BELOW, UTILIZING DATA ON TAB THREE (3)

Proposer shall complete the unlocked blank, white sections of the first two tabs of the Pharmacy Benefit Services Price Page Workbook in their entirety.

Tab 1, Pricing Schedule, shall include proposed administrative and dispensing fees, network discounts and guarantees, and rebate rates to be paid by the County for the services identified in the Statement of Work. The Pricing Schedule shall serve as an attachment to the awarded contract, and all pricing will remain firm for the term of the awarded contract. Proposer shall provide pricing based upon the provider's proposed formulary demonstrated as comparable to the existing PCHP formulary. Rates are to be stated as post-AWP price change rates. Tab 2, Pricing Analysis, shall be completed using the sample claims data provided in Tab 3, RFP Sample Claims Data, and Proposer's rates from Tab 1, Pricing Schedule. The Proposer should describe the methodology for determining the rates and additional clarifications in the section below the Pricing Analysis chart. Scoring for the Compensation section will be based upon the Five-year total cost of the sample claims data as calculated using Proposer's pricing schedule. NOTE: RFP pricing analysis may be verified against AWP data for accuracy.

# Scoring Method:

Points Based

Weight (Points):

200 (20% of Total)

# 4. No Exceptions to RFP

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled: exceptions.

### Scoring Method:

Points Based

Weight (Points): 50 (5% of Total)

# Vendor Questionnaire

Add optional description to section

#### 1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

### 1.1. CONTRACTOR ACCEPTANCE FORM\*

Download the below documents, complete, and upload.

11.13.2024.Vendor.acceptance.pdf

\*Response required

### 1.2. OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS\*

See OpenGov electronic Pricing Proposal. Pricing must be submitted within the OpenGov electronic Pricing Proposal and all pricing must be completed.

DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Enter response

\*Response required

# 1.3. SUBMITTAL DOCUMENTS\*

Upload all other documents relating to this solicitation.

Please "tab" response to correspond to the Evaluation Criteria of this RFP:

Tab 1 - Qualifications

Tab 2 - Approach Tab 3 - Statement of Work

Tab 4 - Compensation

Tab 5 - Exceptions to RFP

\*Response required

### 1.4. Price Page Work Book\*

Please download the documents below, complete them, and upload them in the format as provided.

Proposer shall complete the unlocked blank, white sections of the first two tabs of the Pharmacy Benefit Services Price Page Workbook in their entirety.

Tab 1, Pricing Schedule, shall include proposed administrative and dispensing fees, network discounts and guarantees, and rebate rates to be paid by the County for the services identified in the Statement of Work. The Pricing Schedule shall serve as an attachment to the awarded contract, and all pricing will remain firm for the term of the awarded contract. Proposer shall provide pricing based upon the provider's proposed formulary demonstrated as comparable to the existing PCHP formulary. Rates are to be stated as post-AWP price change rates.

Tab 2, Pricing Analysis, shall be completed using the sample claims data provided in

Tab 3, RFP Sample Claims Data, and Proposer's rates from Tab 1, Pricing Schedule. The Proposer should describe the methodology for determining the rates and additional clarifications in the section below the Pricing Analysis chart. Scoring for the Compensation section will be based upon the Five-year total cost of the sample claims data as calculated using Proposer's pricing schedule. NOTE: RFP pricing analysis may be verified against AWP data for accuracy.

x 25-0258-RFP Pharmacy Benefit Services Price Page Workbook.xlsx

\*Response required

# 9. Pricing Proposal

Add optional description to section

Line Item	Description	
1	Enter the Five Year Total from Tab 2 Pricing Analysis here	
4		→ OLU
		mns

# 10. Attachments

Add optional description to subsection

**	A - PCHP-HCH_Covered_Services_Update_09012024	<i>*</i> ×
::	B - HIPAA Business Associate Agreement	ø×
Attach	hments	
	Drop some files here or click to select files to upload.	] 

# 11. Sample Agreement

Add optional description to section

# **AGREEMENT**

25-0258-REQ

25-0258-RFP Pharmacy Benefit Services

This Agreement (the "Agreement" or "Contract") is entered into on the date last executed below ("Effective Date") by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter "CONTRACTOR") (jointly, the "Parties").

# NOW THEREFORE, the Parties agree as follows:

### A. Documents Comprising Agreement

- 1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a>
  - c. Solicitation Section 4, titled <u>Special Conditions</u> attached as Exhibit C.
  - d. Solicitation Section 5, titled <u>Insurance Requirements</u> attached as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
  - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
  - g. BAA Agreement attached as Exhibit G.
- 2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

# B. Term

1. The initial term of this Agreement shall be for sixty (60) months from the date of the Agreement award and any extension thereof.

### C. Expenditures Cap

- 1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for [NTE Period] without a written amendment to this Agreement.
- 2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

### D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the				
Agreement.				
For Contractor:				
Signature:				
Print Name and Title:				
Date:				
For County:				
Signature:				
Print Name and Title:				
Date:				