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**Ron DeSantis, Governor**  
Jonathan R. Satter, Secretary

**STATE OF FLORIDA**

**DEPARTMENT OF MANAGEMENT SERVICES**

**DIVISION OF STATE GROUP INSURANCE**

**INVITATION TO NEGOTIATE**

**FOR**

**PHARMACY BENEFITS MANAGEMENT SERVICES**

**ITN NO.: DMS-19/20-030**

**Refer ALL Inquiries to:**  
Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
Tallahassee, FL 32399-0950  
[DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (as altered by section 110.123(3)(d)4, Florida Statutes), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

**NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES**

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

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- ATTACHMENT F: NOTICE OF INTENT TO SUBMIT A REPLY

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## Section 1 INTRODUCTION

### 1.1 Purpose

The Florida Department of Management Services (“Department”) invites interested Respondents to submit Replies to this Invitation to Negotiate, ITN No.: DMS-19/20-030 (“ITN”) for Pharmacy Benefits Management (“PBM”) Services. The purpose of this ITN is to explore the various questions identified in this ITN and to determine, through the negotiation process, the preferred set of solutions to achieve the goals of the ITN.

The Department seeks a PBM vendor through this ITN to assist the Department in the administration of the prescription drug program (the “Rx Plan”) beginning January 1, 2021. These services are being procured in accordance with Chapters 110 and 287, Florida Statutes.

### 1.2 Definitions

The following capitalized terms used in this ITN (including the Attachments and/or Appendices) have the meanings ascribed below. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

“30-Day Retail Pharmacy” or “Retail-30” means a network retail pharmacy that dispenses up to a thirty (30) day supply of covered prescription drugs and supplies for an agreed upon reimbursement.

“90-Day Retail Pharmacy” or “Retail-90” means a network retail pharmacy that dispenses up to a ninety (90) day supply of covered prescription drugs and supplies for an agreed upon reimbursement.

“Average Wholesale Price” or “AWP” means the average wholesale price for the actual package size of the eleven (11) digit National Drug Code (NDC) of the dispensed prescription drug product on the date dispensed, from the most current pricing information provided to Service Provider by Medi-Span’s Prescription Pricing Guide (with supplements), if available, or other nationally recognized reporting service of pharmaceutical prices as selected by Service Provider and disclosed to the Department. Service Provider shall use a single data reporting source for determining the Department’s AWP Pricing.

“Benefits Document” means the document approved by the Florida Legislature in accordance with section 110.123(5), Florida Statutes, describing the scope of coverage, benefits available, limitations, restrictions and exclusions of the Plan, and the conditions under which Service Provider will pay claims. The Benefits Document is subject to modification by the Florida Legislature and the Department at any time. The covered and excluded services in the Benefits Document will be equivalent to those set forth in the Benefits Document, together with any additional services expressly approved by the Department. The Benefits Document in effect as of the date of this ITN is included in Appendices 6 and 7.

“Brand Drug” means all covered drugs that do not meet the Generic Drug definitions. For pricing guarantee purposes Brand Drugs will include all claims with Medi-Span Brand Name Code = “T” with Medi-Span Multi-Source Code = “M”, “N” or “O” on the date dispensed. Respondent’s proprietary brand / generic drug algorithm(s) must not be used to classify drugs as Brand or Generic when reconciling Respondent’s aggregate semi-annual Brand AWP Discount Guarantees or Respondent’s Per Brand Prescription Rebate Guarantees.

“Business Day” means any day of the week excluding weekends and holidays observed by State agencies pursuant to section 110.117(1), Florida Statutes.

“Calendar Day” means any day in a month, including weekends and holidays.

“Claim(s)” means an application for payment of, or reimbursement for, health care expenses, including prescription drugs, incurred by Participants, which is filed in accordance with the Benefits Document and the Service Provider’s and/or Department’s requirements.

“Confidential Information” means information that is confidential, proprietary, trade secret, or otherwise not subject to public disclosure pursuant to section 24, Article I of the Florida Constitution (such exemptions may be found in chapter 119, Florida Statutes, or any other Florida law, federal law, or regulation that serves to exempt information from public disclosure).

“Contract” means any binding agreement that results from this competitive procurement, if any, between the Department and a Respondent.

“Covered Services” mean the services that are required to be provided as defined in the Benefits Document.

“Data” or “State of Florida Data” means a representation of information, knowledge, facts, concepts, computer software, or computer programs or instructions (including any that is exempt; confidential; or Protected Health Information protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160 and 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and the regulations promulgated thereunder, and section 110.123(9), Florida Statutes), that is received by the Contractor, or created by the Contractor, in the performance of the Services under the Contract. State of Florida Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. State of Florida Data includes the original form of the State of Florida Data and all metadata associated with the State of Florida Data.

“Deliverables” mean those services, items and/or materials provided, prepared, or delivered to the Department in the course of performance under the Contract by the Service Provider.

“Department” means the Florida Department of Management Services or its designee.

“Division” means the Department’s Division of State Group Insurance (DSGI).

“Effective Date” means the date the Contract is fully executed by all Parties and therefore signals the start of implementation and transition activities.

“Eligible Dependent” means a Dependent of an enrolled Subscriber, as defined by the Florida Administrative Code and statutes.

“Generic Drug” means off-patent single-source generic, multi-source generics, trademarked generics, at risk generics, and any generic products involved in patent litigation, determined in accordance with the Drug Classification requirement of this Contract. As clarification, not limitation, Generic Drugs will include all MAC’d generics and non-MAC’d generics; all multi-source generics and single-source generics (i.e., generics during their exclusivity period) regardless of availability or supply. If a covered drug has been classified as a Generic Drug by Service Provider, it shall remain classified as a Generic Drug unless the initial classification was in error. For pricing guarantee purposes Generic Drugs will be (a) all claims with Medi-Span Brand Name Code = “T” with a Medi-

Span Multi-Source Code = “Y” on the date dispensed; and (b) all claims with Medi-Span Brand Name Code = “B” or “G” on the date dispensed. Respondent's proprietary brand / generic drug algorithm(s) must not be used to classify drugs as Brand or Generic when reconciling Service Provider's aggregate Semi-annual Generic AWP Discount Guarantees.

“Implementation Date” means January 1, 2021, at 12:00 A.M., Eastern Time (EST), the anticipated first date Covered Services are provided to Participants.

“ITN” means Invitation to Negotiate No. DMS-19/20-030 Pharmacy Benefits Management Services, including all attachments and addenda to the Invitation to Negotiate.

“Maintenance Drugs” means medications prescribed for chronic, long-term conditions and are taken on a regular, recurring basis.

“Participants” means all Subscribers and their enrolled Eligible Dependents.

“Plan Year” means the calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>).

“Reply” means the documents submitted by the Respondent in response to this ITN, any supplemental responses, etc.

“Respondent” means a vendor who submits a Reply to this ITN.

“Rural Area” means approximately less than 1,000 persons per square mile.

“Service Provider” or “Contractor” means the responsive and responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN.

“State” means the State of Florida.

“Subscriber”, “Enrollee”, or “Member” means the enrolled employee, retiree, surviving spouse, or Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) participant that is the primary insured, as defined in Rule 60P-1.003, Florida Administrative Code, and Florida law.

“Suburban Area” means approximately between 1,000 to 3,000 persons per square mile.

“Urban Area” means approximately greater than 3,000 persons per square mile.

### **1.3 Overview of the State Group Insurance Program**

Per section 110.123, Florida Statutes, the Department’s Division of State Group Insurance administers the State Group Insurance Program (“Program”). The Program is a package of insurance benefits, including health insurance options, flexible spending and health savings accounts, life insurance, dental insurance, and other supplemental insurance products for State employees and retirees, COBRA participants, and covered spouses and/or children (“Dependents”). Each enrolled employee, retiree, surviving spouse, or COBRA participant that is the primary insured is a “Subscriber”, “Enrollee”, or “Member.” Each individual person covered under the Program is a “Participant.”

Through the Program, the Department currently offers Subscribers the option of four (4) medical benefit plan designs. Two (2) of these are Preferred Provider Organization (“PPO”) plans, while the other two (2) plans are Health Maintenance Organization (“HMO”) plans. The PPO options are currently self-funded, with medical benefits administered by a single Third-Party Administrator (“TPA”). The HMO options are currently administered by four (4) separate HMOs, with a mix of self-funded and fully insured arrangements.

The PPO options are as follows:

The PPO Standard Plan

The PPO High Deductible Health Plan (with a Health Savings Account (HSA))

The HMO plan options are:

The HMO Standard Plan

The HMO High Deductible Health Plan (with an HSA)

All medical benefit plans currently have pharmacy benefits administered by a single PBM, CVS Caremark, with the exception of Medicare Advantage HMO and PPO subscribers, whose pharmacy benefit is administered by the respective HMO or PPO.

The chart below provides enrollment and utilization information for Plan Year 2019.

2019 State Employees' Prescription Drug Plan	
Approximate Number of Subscribers	170,000
Approximate Number of Participants	358,000
Plan Cost for Prescription Drugs	\$713,490,895.20
Number of Prescription Drug Claims	4,094,435

The Department has authority under section 110.12315, Florida Statutes, to administer the state employees' Rx Plan, including authority to purchase services for the administration of the Program. The Department will have exclusive and final decision-making authority concerning eligibility, coverage, benefits, claims, and interpretation of PPO, HMO, and Rx Plan documents.

Respondents to this ITN must offer to provide all of the required PBM services pursuant to this ITN, which include but are not limited to:

- prescription drug pricing,
- retail pharmacy prescription drug services,
- mail order prescription drug services,
- specialty pharmacy services,
- a retail pharmacy network,
- eligibility verification processes,
- claims processing and adjudication,
- Medicare Part D services (Retiree Drug Subsidy),
- customer service,
- drug utilization review ("DUR"),
- quality assurance programs,
- fraud, waste, and abuse programs, and
- Respondent and plan performance reporting services.

All participating retail pharmacies, mail order pharmacies, and specialty pharmacies will be required to use an on-line system prior to dispensing drugs for the purpose of performing concurrent utilization review.

The PBM Service Provider will not have final decision-making authority over eligibility, coverage, benefits, claims, and interpretation of PPO, HMO, and Rx Plan documents, as such authority will remain with the Department.

The Plan Year runs from January 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year. The State provides two (2) primary enrollment opportunities outside of qualifying status change events: (i) when a person begins employment with the State, and (ii) annually during an open enrollment period. Open enrollment changes are effective January 1<sup>st</sup> of the year following the open enrollment period. The State's human resource system of record, People First, handles all enrollment activity and is the system of record for eligibility determinations.

To assist with this ITN process, the Department has hired Mercer (US) Inc. ("Mercer" or "Consultant"), as a technical and actuarial subject matter expert. The Department's Consultant shall not receive override commissions or any other valuable consideration, in any form, from any issuer, insurance agent, insurance broker, or any involved party when such fee proceeds may be attributable to the award of the Contract with the Department. Fees earned by the Consultant relating to this procurement will be limited exclusively to those fees paid under the purchase order for these services between the Consultant and the Department.

The Department reserves the right to reject all Replies to this ITN.

#### **1.4 Questions Being Explored**

Respondents are not to respond directly to these questions. The Department will use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

1. How can the Department most efficiently provide pharmacy benefits to Program Participants?
2. What is the value achieved, if any, of narrow retail pharmacy networks vs. broad retail pharmacy networks?
3. What is the value achieved, if any, of a narrow prescription drug formulary vs. an open formulary?
4. What innovative tools are available in the marketplace for pharmacy benefit management?
5. Can the Rx Plan achieve greater value from more narrow retail networks? Is the tradeoff of access worth the savings?
6. Can the Rx Plan achieve greater value from a more narrow formulary? Is the tradeoff of immediate access to a wider range of drugs worth the savings?
7. How can the Department ensure pricing remains competitive throughout the entire term of the Contract?
8. How can the Department ensure pricing remains competitive should the federal government eliminate prescription drug rebates?
9. How can the Department best position the Contract to provide flexibility for future Program changes (e.g., benefit design, moving to a defined contribution structure, implementing employee or Participant wellness initiatives)?
10. What additional value propositions can Respondents offer that are in the best interest of the State?
11. How can the Department hold the PBM Contractor and subcontracted pharmacies accountable for fraud and abuse activities?
12. The remaining questions and issues being explored are provided in Technical Reply Form, Tabs TR-3 and TR-4 (Attachment B).

## 1.5 Specific Goals of the ITN

1. To establish a Contract(s) promoting the cost-efficient administration of the Program for pharmacy benefits.
2. To establish a flexible Contract(s) that provides the ability to effectuate future policy and Program changes. Future changes may include, but are not limited to benefit design, moving to a defined contribution structure, and implementing employee or Participant wellness initiatives.
3. To determine the combination of service levels and pricing terms preferred by the Department and the Respondent that will provide the best overall value to the State in executing the preferred solutions.
4. To establish a Contract that ensures competitive prices throughout the entire term, including renewal years, of the Contract.
5. To ensure only valid prescriptions are filled, paid for, and dispensed to Participants.
6. To implement and maintain aggressive/effective cost avoidance tactics.
7. To ensure the best value for the State based on the goals in this section 1.5 and the Selection Criteria in section 4.1.

## 1.6 Procurement Officer

The Procurement Officer is the **sole point of contact** for all communications regarding this ITN as described in PUR 1001, Section 21.

Shannon Bagenholm, Procurement Officer  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
Tallahassee, FL 32399-0950  
Phone: (850) 410-2404  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER\*\*\***

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise contains Confidential Information, the Respondent is to place the word "Confidential" in the subject line. (See also section 2.15 of this ITN for more information on Confidential Information.)

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

Any such contact by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be made on behalf of a Respondent unless shown otherwise.

## 1.7 Anticipated Contract Term

The Department anticipates that the services under the Contract will commence on August 11, 2020. The anticipated length of the initial term of the Contract is two (2) years from the Implementation Date, January 1, 2021. The Contract may be renewed, in whole or in part, for a period not to exceed three (3) years or the term of the original Contract, whichever is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and subject to the availability of funds. The Contract may only be renewed in accordance with section 287.057(13), Florida Statutes.

## 1.8 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's sole responsibility to check the Vendor Bid System (VBS) for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

<b>TIMELINE OF EVENTS</b>		
<b>Events</b>	<b>Event Time (ET)</b>	<b>Event Date</b>
ITN posted on the VBS		3/10/2020
Respondent deadline to submit the Confidentiality & Non-Disclosure Agreement (Attachment E) and the Notice of Intent to Submit a Reply (Attachment F) to the Procurement Officer	3:00 PM	3/16/2020
Department's anticipated date of shipping, via overnight delivery, of DSGI Protected Data (Attachment D)		3/18/2020
Respondents' questions due to the Procurement Officer.	5:00 PM	3/23/2020
Department's anticipated posting of answers to Respondents' questions on the VBS.		3/30/2020
Deadline to submit Reply and all required documents to the Procurement Officer.	3:00 PM	4/13/2020
Public Opening. Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950	3:30 PM	4/13/2020
Negotiation Team Public Meeting Room 101 4050 Esplanade Way, Tallahassee, Florida 32399-0950 Conference call # 1-888-585-9008 Participant code: 125497037#	10:00 AM	7/21/2020
Post Notice of Intent to Award on the VBS.		8/5/2020
Contract Execution.		8/11/2020

## **1.9 Notice of Intent to Reply and Non-Disclosure Agreement**

To be eligible to submit a Reply to this ITN, Respondents must obtain the DSGI Protected Data (Attachment D) directly from the Procurement Officer. These files contain certain confidential/HIPAA protected information and Data (“Confidential Health Information”).

To obtain this file and Data, Respondents must submit a fully completed copy of the Confidentiality and Non-Disclosure Agreement (Attachment E) and the Notice of Intent to Submit a Reply (Attachment F) to the Procurement Officer, by email at [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com), by the time and date indicated in section 1.8, Timeline of Events. The Department will not accept any modifications to these forms.

Upon timely receipt of the fully executed forms, the Department will send the DSGI Protected Data (Attachment D) on CD-ROM by Federal Express overnight delivery.

The DSGI Protected Data (Attachment D) provides a summary and detailed utilization data, and the plan design overview.

## **Section 2 THE ITN PROCESS**

Respondents who submitted a Notice of Intent to Submit a Reply (Attachment F) and the Confidentiality and Non-Disclosure Agreement (Attachment E), and received the Confidential Health Information included in Attachment D but failed to submit a Reply to the ITN, shall destroy the Confidential Health Information, including any copies, by the time Replies are due and shall provide to the Procurement Officer a complete Access List and a certification that the Respondent has complied with this requirement on or before the due date of Replies. (See Attachment E: Confidentiality and Non-Disclosure Agreement).

### **2.1 General Overview**

The ITN process is divided into two (2) phases. The evaluation phase involves the Department’s scoring of the Technical Reply (Attachment B) and the Financial Reply (Attachment C). During the evaluation phase, all responsive Replies will be evaluated to establish a competitive range of Replies reasonably susceptible of award. The Department will then select one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations with the Respondents. During the negotiation phase, the Department may request revised Replies and/or Best and Final Offers (BAFOs) based on the negotiations. After negotiations, the Department intends to post a notice of intent to award a Contract(s), identifying the responsive and responsible Respondent(s) whose BAFO(s) provides the best value to the State. Final Contract terms will be established with the selected Respondent(s) during the negotiation phase.

### **2.2 Order of Precedence**

In the event of conflict in terms, the following order of precedence shall apply to this procurement:

- Addenda to the ITN, in reverse order of issuance, if any;
- This ITN;
- All attachments and appendices to this ITN, in alphabetical order; and
- The Department’s Draft Contract (Attachment A).

### 2.3 Official Notices

All notices, decisions, intended decisions, addenda, and other matters relating to this procurement will be electronically posted on the VBS website located at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

**IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENTS TO CHECK THE VBS FOR INFORMATION AND UPDATES.**

### 2.4 Contacting Department Personnel

Prospective Respondents or persons acting on their behalf may not contact, between the release of this ITN and the end of the seventy-two (72) hour period (Saturdays, Sundays and State holidays excluded) following the Department's posting of the Notice of Intent to Award a Contract, any Department personnel or Consultants, or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer in accordance with section 1.6 above or as otherwise provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Respondent, or an existing or prospective subcontractor to a prospective Respondent is assumed to be on behalf of a prospective Respondent unless otherwise shown.

#### 2.4.1 Violation of Contact Limitations

Violation of the provisions of section 2.4 of this ITN may be grounds for rejecting a Reply.

### 2.5 Addendum to the Solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the VBS. It is the sole responsibility of Respondents to check the VBS for any changes.

### 2.6 Questions and Answers

Respondents will submit all questions regarding this solicitation in writing to the Procurement Officer by email during the Question and Answer period. The deadline for submission of questions is reflected in section 1.8, of this ITN.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

## **2.7 Florida Substitute Form W-9 Process**

It is the responsibility of the awarded Respondent(s), if any, to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com>.

## **2.8 MFMP Registration**

The awarded Respondent(s), if any, must have completed the MFMP registration process prior to Contract execution. For additional information, visit: <https://vendor.myfloridamarketplace.com/>.

The awarded Respondent(s) shall pay the required MFMP transaction fee(s) as specified by statute, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

## **2.9 Special Accommodation**

Any person requiring a special accommodation due to a disability should contact the Department's American with Disabilities Act (ADA) Coordinator at (850) 922-7535 or [ADA.Coordinator@dms.myflorida.com](mailto:ADA.Coordinator@dms.myflorida.com) at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

## **2.10 Receipt of Replies**

### **2.10.1 Reply Deadline**

The Respondent is responsible for ensuring the Department receives its Reply no later than the date and time provided in section 1.8, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Shannon Bagenholm, Procurement Officer  
Department of Management Services  
4050 Esplanade Way, Suite 335.2Z  
Tallahassee, FL 32399-0950  
Phone: (850) 410-2404  
Email: [DMS.Purchasing@dms.myflorida.com](mailto:DMS.Purchasing@dms.myflorida.com)

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of the Respondents and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

### **2.10.2 Clarifications to Replies**

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarification or additional information at any time.

## **2.11 Cost of Preparation**

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this ITN.

## **2.12 Electronic Posting of Department Decisions**

The Department will electronically post a notice of the Department's decisions at the following VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.13 Respondent Firm Offer**

The Department may enter into a Contract(s) within three hundred sixty-five (365) Calendar Days after the date of the Notice of Intent to Award, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred sixty-five (365) Calendar Days, the Replies shall remain firm until either the Contract(s) is executed or the Department receives from a Respondent written notice that a Reply is withdrawn.

## **2.14 Use of Reply Contents**

The Department will have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.

## **2.15 Public Records, Respondent's Confidential Information, and Redacted Replies**

The following sections supplement Section 19 of the PUR 1001. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in response to a public records request for such.**

### **2.15.1 Public Records**

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's public records law, Chapter 119, Florida Statutes. Section 2.15.4 below, addresses procedures to be followed if the Respondent submits of trade secret, proprietary, or other Confidential Information. The Respondent exclusively bears the burden of complying with this section to ensure its exempt information is appropriately marked.

### **2.15.2 Replies are Public Record**

All materials submitted in reply to this ITN are subject to the provisions of Florida's public records law, Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

### **2.15.3 Replies Will Be Subject to Public Inspection**

Unless exempt by law, all public records are subject to public inspection and copying under Florida's public records law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a Reply pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a Reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's Reply to this ITN will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is

submitted in accordance with section 2.15.4 below.

#### **2.15.4 Claiming a Trade Secret or Other Exemption**

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or to otherwise be Confidential Information, in order to preserve the confidentiality of the material, the Respondent must clearly designate that portion of the materials as “confidential” when submitting them to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled “Confidential, Unredacted Reply” together with a brief written description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic copy of its Reply in which the trade secret or other Confidential Information is redacted. The file name of the electronic redacted copy is to contain the name of Respondent, the ITN number, and the words “redacted copy” (e.g., Respondent Name DMS ITN \_redacted copy.pdf). Prominently display the phrase “Redacted Copy” on the first page of the electronic redacted copy and each page on which information is redacted.

This electronic copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

If Respondent is invited into negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent’s negotiation sessions which include references to materials and/or information Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

#### **2.15.5 Public Records Request**

If a Respondent fails to mark any materials submitted to the Department as confidential, fails to submit a redacted copy as provided in this section, or fails to identify (in real-time) portions of the Respondent’s negotiation sessions as required by the preceding paragraph, the Respondent **waives** the confidentiality or public records exemption, and the Department may produce all of the Respondent’s documents, data, or records or the Department’s recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with section 2.15 to ensure its exempt or confidential information is appropriately marked and protected. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to establish that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will provide the Respondent with prompt notice of the demand

prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its assertion that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

### **2.15.6 Department Not Obligated to Defend Respondent's Claims**

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply are trade secret or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred while defending such claims.

### **2.16 General Instructions to Respondents (PUR 1001 Form) and General Contract Conditions (PUR 1000 Form)**

The Florida Administrative Code requires that the Department include the standard PUR 1001 Form "General Instructions to Vendors" and the PUR 1000 "General Contract Conditions" with this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation will take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence. The PUR 1000 contains terms applicable to the Contract, and any conflict with such terms is addressed in Attachment A: Draft Contract. The PUR 1001 and the PUR 1000 forms can be found at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

The Department is permitted by the Florida Administrative Code to override the provisions of both forms. Accordingly, Sections 4, 10, 13, 16, 18, and 20 of PUR 1001 form do not apply to this solicitation and are instead substituted by the instructions, specifications, and other terms contained throughout this ITN.

**Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:**

#### **Section 3. Electronic Submission of Responses**

Replies shall be submitted in accordance with section 3.1, Submittal of Replies, of this ITN.

#### **Section 5. Questions**

Questions shall be submitted in accordance with section 2.6, Questions and Answers, of this ITN.

#### **Section 9. Respondent's Representation and Authorization**

In submitting a Reply, each Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act, prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract, nor has it defaulted under any contract with the State.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive Reply. No attempt has been made nor will be made to induce any company or persons to refrain from submitting a Reply, to submit a price(s) higher than the prices in the Respondent's Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; and neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the Department's Notice of Intent to Award is published or before the Department withdraws the solicitation and does not concurrently publish notice of an intent to re-issue the solicitation.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the Respondent and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three (3) year period preceding this certification, had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- If awarded a Contract, the commodities or contractual services provided by the Respondent will conform to the specifications, as negotiated, without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions or the submission indicates any terms and conditions the Respondent proposes to modify. Even if the Respondent indicates terms and conditions the Respondent proposes to modify, its Price Reply must be based on the assumption that the Contract terms and conditions will apply as-is.

- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage or expense, which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817, Florida Statutes. Accordingly, the Respondent certifies that all information and representations contained in this Reply are true and accurate to the best of my knowledge, and no modifications have been made to this ITN or forms submitted with the Respondent's Reply.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

## **Section 14. Firm Response**

Replies will be held firm in accordance with section 2.13, Respondent Firm Offer, of this ITN.

### **2.17 Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, Respondent and any proposed subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

### **2.18 Subcontracting**

The successful Respondent is fully responsible for all work performed under the resultant Contract of this solicitation. If a Respondent intends to use any subcontractors to perform the work, such subcontractors shall be identified as required by ITN Technical Reply Form, Tab TR-10: Subcontractor Questionnaire (Attachment B). If the Respondent should need to replace a subcontractor prior to the Department's issuance of the Notice of Intent to Award, the Respondent shall provide to the Procurement Officer a request to substitute the subcontractor, explaining why the Respondent seeks to substitute the subcontractor. A new Technical Reply Form, Tab TR-10 shall be provided with the request. Use of subcontractors is subject to Department approval.

The successful Respondent acknowledges that it will not be released of its contractual obligation to the Department because of any subcontract. The Department may treat Respondent's use of a subcontractor not disclosed during the ITN process or approved by the Department as a breach of the Contract.

Any processes, services, and Deliverables that are subcontracted or provided by a subsidiary or third party, including but not limited to, customer service, printing services, and so forth, shall be managed through the Contractor and be seamless and transparent to both the Participants and the Department.

## 2.19 Protests

Section 120.57, Florida Statutes, applies to this solicitation, as modified by section 110.123(3)(d)4, Florida Statutes. By submitting a Reply, Respondent agrees to the protest procedures prescribed herein.

### 2.19.1 Time Limits for Filing Protests

A formal written protest of any decision, intended decision, or other action subject to protest shall be filed **within seventy-two (72) hours** of receipt of notice of the decision, intended decision, or other action in accordance with section 110.123(3)(d)4, Florida Statutes.

### 2.19.2 Bond Must Accompany Protest

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond equal to one percent (1%) of the Department's estimated Contract amount. The estimated contract amount for any protest of this procurement is \$400,000,000.

The estimated Contract amount is not subject to protest. The bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order. An original cashier's check, official bank check, or money order must be posted in the same fashion as a protest bond.

**FAILURE TO TIMELY POST AN ORIGINAL BOND OR OTHER SECURITY REQUIRED BY LAW WILL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

### 2.19.3 Filing a Protest

A formal written protest is "filed" when actually received by the Procurement Officer listed in section 1.6 of this ITN or by the Department's Agency Clerk. Filing of a formal written protest may be achieved by hand-delivery, courier, mail, facsimile, or email. Actual delivery by the deadline is the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

A protest bond must be posted together with the formal written protest. A protest bond is "posted" when the original bond is physically tendered to the Procurement Officer or Agency Clerk. Bonds (and cashier's checks, official bank checks, or money orders) cannot be posted by facsimile, email, or other transmission that does not result in the original being physically tendered to the Department. Actual posting of a bond by the deadline is the sole responsibility of the protestor, and the risk of non-receipt or delayed receipt shall be borne exclusively by the protestor.

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES (as altered by section 110.123(3)(d)4, Florida Statutes), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

## **2.20 Department's Reserved Rights**

### **2.20.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the Reply or give the Respondent a substantial advantage over other Respondents (thereby restricting or stifling competition) and does not adversely impact the interests of the Department. At its option, the Department may allow a Respondent to correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a Respondent to provide clarifying information or additional clarifying material to correct the irregularity. However, prior to the negotiation phase, the Department will not request, and a Respondent may not provide the Department with, additional materials that affect the price of the Reply or give the Respondent an advantage or benefit not enjoyed by other Respondents.

### **2.20.2 Right to Inspect, Investigate, and Rely on Information**

The Department reserves the right to inspect any Respondent's representations and to rely on information about a Respondent in the Department's records or known to its personnel.

### **2.20.3 Rejection of All Replies**

The Department reserves the right to reject all Replies at any time, including after an award is made, when doing so would be in the best interest of the State of Florida, and the Department will have no liability to any Respondent if it does so.

### **2.20.4 Withdrawal of ITN**

The Department reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida, and the Department will have no liability to any Respondent if it does so.

### **2.20.5 Reserved Rights After Notice of Award**

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract and the Department will have no liability to any Respondent if it does so.

### **2.20.6 No Contract Until Execution**

A Notice of Intent to Award under this ITN does not constitute or form any contract between the Department and a Respondent. No Contract shall be formed until such time as the Respondent and the Department formally execute a Contract with requisite written signatures.

## Section 3 RESPONDING TO THE ITN

### 3.1 Submittal of Replies

The Respondent is responsible for ensuring the Department receives its Reply no later than the date and time provided in section 1.8, Timeline of Events, of this ITN (or as revised by addenda). Replies that are not timely submitted with all required information may be deemed nonresponsive. All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondent and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondent.

**The Respondent shall clearly mark the outside of each sealed package with the solicitation number, Respondent's name, and the Procurement Officer's name.** In order to preserve Confidentiality, the Respondent must indicate that the materials are confidential, proprietary, or trade secret at the time of submission and comply with the provisions of section 2.15.4 of this ITN.

The Respondent is to submit its Reply in a properly marked, sealed box(es) containing the following:

- Technical Reply.
  - a. One (1) original *unredacted*, bound paper copy of the items listed in section 3.5, Technical Reply;
  - b. Five (5) separate unredacted, bound paper copies (with the exception of Tab TR-7: GeoAccess) of the items listed in section 3.5, Technical Reply;
  - c. Five (5) unredacted, electronic copies, each on a separate CD-ROM or USB "thumb drive", in original file format (Excel .xls), of the items listed in section 3.5, Technical Reply; and
  - d. One (1) electronic, *redacted* copy of the items listed in section 3.5, Technical Reply, on one (1) CD-ROM or USB "thumb drive" (if applicable, as described in section 2.15.4 of this ITN). Note: Respondent is responsible for ensuring that all metadata contained in the electronic, redacted copy is removed from it.
- Financial Reply. In an envelope separately sealed from the Technical Reply:
  - a. Five (5) *unredacted*, electronic copies, each on a separate CD-ROM or USB "thumb drive", in original file format (Excel .xls), of the items listed in section 3.6, Financial Reply - Mandatory; and
  - b. One (1) electronic *redacted* copy on CD-ROM or USB "thumb drive" of the items listed in section 3.6, Financial Reply - Mandatory (if applicable, as described in section 2.15.4 of this ITN). Note: Respondent is responsible for ensuring that all metadata contained in the electronic, redacted copy is removed from it.

Respondent should include the Respondent's name along with the attachment name in all electronic file names. All CD-ROM and thumb drives should be labeled with Respondent's name and the solicitation number.

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Replies are to consist of identical information.

## 3.2 Reply Form

Replies should provide a concise description of the Respondent's ability to provide the solution sought by the solicitation. Replies must respond to the issue raised or question posed. When responding to specific questions, Respondents should reprint each question in its entirety in the Reply.

**The Respondent's Reply may not apply any conditions or exceptions to any aspect of the solicitation. The only recognized changes to the solicitation prior to the opening will be by written amendments issued by the Department.**

The Reply text should be at least 11 pt. Calibri, Arial, or Times New Roman in legible font.

Replies will consist of the content described in sections 3.1 through 3.6, which will be submitted together as prescribed in section 3.1, Submittal of Replies, of this ITN.

## 3.3 Mandatory Responsiveness Requirements

**The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below.**

**A Reply will be deemed nonresponsive if it fails to contain (or with regard to section 3.3.2, if the Respondent has failed to timely submit prior to submitting a Reply):**

**3.3.1 Form 1.** The Respondent must submit a signed Form 1 certifying the requirements in the first eight (8) boxes of the form.

**3.3.2 Non-Disclosure and Intent to Submit Reply.** The Respondent must submit Attachment E: Confidentiality & Non-Disclosure Agreement and Attachment F: Notice of Intent to Submit a Reply, in accordance with section 1.8, Timeline of Events.

**3.3.3 Performance Bond.** The Respondent must submit a letter, signed on or after March 10, 2020, from a surety bonding agent authorized to do business in the State of Florida and written on the surety bonding agent's company letterhead that documents the Respondent's ability to obtain a performance bond in the amount of \$37,000,000, subject to surety bonding agent's company review of the Contract.

**3.3.4 Technical Reply.** The Respondent must provide Attachment B: Technical Reply, which must be submitted in accordance with the instructions contained therein and in sections 3.1, 3.4, and 3.5 of this ITN.

**Failure to submit the electronic copy of the Technical Reply as an intact Excel workbook will result in disqualification of the Reply.**

**3.3.5 Financial Reply.** The Respondent must provide Attachment C: Financial Reply in accordance with the instructions contained therein and in sections 3.1 and 3.6 of this ITN.

**Failure to submit an intact Excel workbook with all tab(s) complete will result in disqualification of the Reply.**

### **3.4 Format of Reply**

#### **TAB 1 - Transmittal Letter**

The transmittal letter should be signed by an individual authorized to commit Respondent to the Services and requirements as stated in this ITN.

#### **TAB 2 - Title Page and Table of Contents**

The title page should bear the name and address of the Respondent and the name and number of this ITN. This should be followed by a table of contents for the entire Reply.

#### **TAB 3 - Declaration of Proprietary, Trade Secret, or Other Confidential Information**

A listing of information that is claimed to be exempt from public disclosure should be provided immediately following the table of contents. In order to maintain the confidentiality of the information, this listing shall identify each section of the Reply which has been excluded from the redacted copy provided with the Reply as described in section 2.15 of this ITN.

#### **TAB 4 - Executive Summary**

Respondent should condense and highlight the contents of the Reply to the ITN in a separate section titled "Executive Summary," including a general description of how the Respondent intends to offer the Services sought by this ITN.

#### **TAB 5 – Purchasing Forms**

The following forms attached to this ITN should be completed and attached in their entirety with the signature of the Respondent's authorized agent.

- Form 2: Contact Information
- Form 3: Notice of Conflict of Interest
- Form 4: Non-Collusion Affidavit
- Form 5: Statement of No Involvement
- Form 6: Addendum / Amendment Acknowledgement Form
- Form 7: Certification of Drug-Free Workplace Program

The Respondent should also include a copy of the signed Attachment E: Confidentiality & Non-Disclosure Agreement that was submitted prior to the deadline specified in section 1.8, Timeline of Events, in its Tab 5. The Respondent should also include an updated Page 3 ("Respondent's Employees Who Will be Given Access to the Confidential Health Information") of the Attachment E: Confidentiality and Non-Disclosure Agreement Page 3, listing any additional employees who will be given access to the Confidential Health Information if employees other than those originally listed will require access to it.

#### **TAB 6 – Form 1 and Performance Bond - Mandatory**

The following forms must be completed and provided in their entirety.

- A signed Form 1: Mandatory Responsive Requirements
- A letter, signed on or after March 10, 2020, from a surety bonding agent authorized to do business in the State of Florida and written on the surety bonding agent's company letterhead that documents the Respondent's ability to obtain a performance bond in the amount of \$37,000,000, subject to surety bonding agent's company's review of the Contract.

## **TAB 7 – Respondent’s Reply to Attachment B: Technical Reply - Mandatory**

Respondent must provide Attachment B: Technical Reply, which must be completed in, and submitted, using the Microsoft Excel document labeled Attachment B: Technical Reply, in accordance with the instructions described therein and in section 3.5 of this ITN. See section 4.3.1 (“Scoring of Technical and Financial Replies”) of this ITN for scoring.

### **3.5 Technical Reply**

The Technical Reply forms are located in the Excel document labeled **Attachment B: Technical Reply**.

Respondents should complete each portion and respond to all parts of each question or request for information of the **Technical Reply** in accordance with the instructions described therein. Respondents should print the **Technical Reply** in the order specified below. Respondents must submit the final electronic version (on CD-ROM or USB “thumb drive”) of the **Technical Reply**. **The final version of the Technical Reply must be submitted with the Excel workbook intact.** (See also section 3.1, Submittal of Replies). Do not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments. **Failure to submit an intact Excel workbook will result in the Respondent being deemed nonresponsive and ineligible for award of the Contract.**

**Notice Regarding Use of Microsoft Excel.** Please note that Microsoft Excel will only print the first 1,024 characters in each cell. Therefore, the Respondent’s length of replies is limited to 1,024 characters per cell.

The Technical Reply should be organized as follows:

- a) Tab TR-1: Minimum Requirements
- b) Tab TR-2: Respondent Information
- c) Tab TR-3: Questionnaire
- d) Tab TR-4: Deliverables/Services
- e) Tab TR-5: Administrative Requirements
- f) Tab TR-6: Performance Guarantees
- g) Tab TR-7: GeoAccess
  - i. Broad Network Florida
  - ii. Broad Network Nationwide
  - iii. Narrow Network Florida
  - iv. Narrow Network Nationwide
  - v. Retail-90 Network Florida
  - vi. Retail-90 Network Nationwide
- h) Tab TR-8: Network Analysis
  - i. Broad Network
  - ii. Narrow Network
  - iii. Retail-90 Network
- i) Tab TR-9: Formulary Analysis
  - i. Open Formulary
  - ii. Level I Formulary

- iii. Level II Formulary
- j) Tab TR-10: Subcontractor Questionnaire
- k) Additional Reply Tabs

The following documents, which are requested in the **Technical Reply**, must be included in the Technical Reply Tab of the Reply. These documents should be submitted as separate attachments within that tab. For the electronic version of the Reply, such separate attachments should be labeled "Technical Reply – [name of required document]" (e.g., Technical Reply – Department of State Certificate).

(Note: In the list below, "MR" stands for "Minimum Requirements," "Q" stands for "Questionnaire," and "D" stands for "Deliverables." Minimum Requirements are in Tab TR-1 of Attachment B, the Questionnaire is in Tab TR-3 of Attachment B, and Deliverables are in Tab TR-4 of Attachment B.)

- Department of State Certificate (requested in MR-8 of Tab TR-1)
  - Note: If not currently registered, the required certification that registration will occur prior to Contract execution is satisfied by the certification to such on Form 1.
- Office of Insurance Regulation Registration Certificate (requested in MR-13 of Tab TR-1)
- Implementation Team Biographies (requested in Section III. of Tab TR-2)
- Account Management Team Biographies (requested in Section IV. of Tab TR-2)
- Organizational Chart (requested in Q-5 of Tab TR-3)
- Audited Financial Statements (requested in Q-17 of Tab TR-3)
- Profit and Loss Statements (requested in Q-18 of Tab TR-3)
- Account Support Organizational Chart (requested in Q-56a of Tab TR-3)
- Sample Communications Package (requested in Q-60 of Tab TR-3)
- Call Center Reports (requested in Q-68 of Tab TR-3)
- Appeals Process/Flowchart (requested in Q-72 of Tab TR-3)
- Appeals Communications (requested in Q-72a of Tab TR-3)
- Member Satisfaction Survey (requested in Q-73 of Tab TR-3)
- Member Website Screenshots (requested in Q-78 of Tab TR-3)
- SSAE-18 Summary Report (System and Organization Controls (SOC) Report) (requested in Q-123 of Tab TR-3)
- Prior Authorization Flowchart (requested in D-56 of Tab TR-4)

### **3.6 Financial Reply – Mandatory**

The Financial Reply form is located in the Microsoft Excel document labeled **Attachment D: Financial Reply**.

Respondents must complete each of the tabs in the **Financial Reply** in accordance with the instructions described therein for each proposed scenario. Respondents must submit the final electronic version (on CD-ROM or USB "thumb drive") of the **Financial Reply** with the Excel workbook intact. (See also section 3.1, Submittal of Replies). Do not add additional tabs to the workbook or break apart the tabs of the workbook and submit as separate attachments.

**Failure to submit an intact Excel workbook with all tab(s) complete will result in disqualification of the Reply.**

**Failure to complete any of these tabs will result in the Respondent being deemed nonresponsive and ineligible for award of the Contract.**

The Attachment D: Financial Reply, must be organized as follows:

- a) Tab FR-1: Financial Reply Instructions
- b) Tab FR-2: Narrow Network, Level I Formulary
- c) Tab FR-3: Narrow Network, Level II Formulary
- d) Tab FR-4: Narrow Network, Open Formulary
- e) Tab FR-5: Broad Network, Level I Formulary
- f) Tab FR-6: Broad Network, Level II Formulary
- g) Tab FR-7: Broad Network, Open Formulary
- h) Tab FR-8: Drug Lists (including tabs FR-8A – FR-8D)
- i) Tab FR-9: Alternative Cost Management Programs

**Notice Regarding Use of Microsoft Excel.** Please note that Microsoft Excel will only print the first 1,024 characters in each cell. Therefore, the Respondent's length of replies is limited to 1,024 characters per cell.

Pricing in the Financial Replies (Tabs FR-2 through FR-4) is requested for each combination of the following:

- **Retail Network: Narrow Network.** The Respondent's narrow retail network should include most major national and regional chain pharmacies, as well as independent retail pharmacies. The Respondent's narrow retail network should offer an acceptable level of access, which includes a retail network within the following standards of a Subscriber's home zip code: three (3) miles for urban, five (5) miles for suburban, and ten (10) miles for rural.
- **Service Delivery: Mandatory 90-Day, Mail Order or Retail-90, for Maintenance Drugs for Participants of the PPO Plans.** Respondents shall propose pricing based on a list of certain Maintenance Drugs that must be filled: (1) via mail order or Retail-90, for up to a 90-day supply, by participants of the PPO Plans only, and (2) via mail order, Retail-30, or Retail-90, for up to a ninety (90) day supply, by participants of the HMO Plans. Those drugs on the maintenance list may initially be filled three (3) times in a Retail-30 Pharmacy (for up to a thirty (30) day supply) for Participants of the PPO Plans; thereafter, any covered prescriptions for those Maintenance Drugs must be dispensed via mail order or Retail-90 Pharmacies for up to a ninety (90) day supply.
- **Formulary: Open and Restrictive Formularies.** The open formulary, consistent with the plan design through December 31, 2019, a first level (the Respondent's not open, least restrictive formulary) of formulary plan design, and a second level (the Respondent's not open, next least restrictive formulary) of formulary plan design. The restrictive formularies should exclude certain drugs (though provide a path to the excluded drug based on medical necessity) and offer pricing superior to the open formulary, while ensuring that Participants will have adequate access to an appropriate selection of drugs in all drug classes.

Pricing in the Financial Replies (Tabs FR-5 through FR-7) is requested for each combination of the following:

- **Retail Network: Broad Network.** The Respondent's broad retail network should include all major national and regional chain pharmacies as well as independent retail pharmacies. The Respondent's broad retail network should offer an acceptable level of access which includes a retail network within the following standards a Subscriber's home zip code: three (3) miles for urban, five (5) miles for suburban, and ten (10) miles for rural.
- **Service Delivery: Mandatory 90-Day, Mail Order or Retail-90,** for Maintenance Drugs for Participants of the PPO Plans. Respondents shall propose pricing based on a list of certain Maintenance Drugs that must be filled (1) via mail order or Retail-90, for up to a 90-day supply, by participants of the PPO Plans only, and (2) via mail order, Retail-30, or Retail-90, for up to a 90-day supply, by participants of the HMO Plans. Those drugs on the maintenance list may initially be filled three times in a Retail-30 Pharmacy (for up to a 30-day supply) for Participants of the PPO Plans; thereafter, any covered prescriptions for those Maintenance Drugs must be dispensed via mail order or Retail-90 Pharmacies for up to a 90-day supply.
- **Formulary: Open and Restrictive Formularies.** The open formulary, consistent with the plan design through December 31, 2019, a first level (the Respondent's not open, least restrictive formulary) of formulary plan design, and a second level (the Respondent's not open, next least restrictive formulary) of formulary plan design. The restrictive formularies should exclude certain drugs (though provide a path to the excluded drug based on medical necessity) and offer pricing superior to the open formulary, while ensuring that Participants will have adequate access to an appropriate selection of drugs in all drug classes.

Therefore, Respondents to this ITN must provide pricing to the Department based on the following six (6) bid scenarios:

1. Narrow Network, Level I Formulary (Tab FR-2)
2. Narrow Network, Level II Formulary (Tab FR-3)
3. Narrow Network, Open Formulary (Tab FR-4)
4. Broad Network, Level I Formulary (Tab FR-5)
5. Broad Network, Level II Formulary (Tab FR-6)
6. Broad Network, Open Formulary (Tab FR-7)

Notice: It is the expectation and desire of the Department that the Level I and Level II formulary Replies in the Respondent's Reply to this ITN be clinically evidence-based to ensure that the most appropriate drugs are available to Participants.

**Any Respondent that fails to provide pricing for bid scenarios 1 through 6 above will be deemed nonresponsive and the Reply will be rejected. During the Negotiation Phase, the Department will determine the scenario(s) that provides the best value to the State.**

### **3.7 Draft Contract**

Attachment A is the Department's Draft Contract. If the Respondent takes exception to any of the terms or conditions contained therein, it should include a redline of the Department's draft Contract in its Reply. The Word version of the Draft Contract to redline, is available for Respondents by contacting the Procurement Officer listed in section 1.6 of the ITN.

Respondent's redline will not be scored or provided to evaluators for review during the evaluation phase. The Department may negotiate and consider redline edits or modification during the

negotiation phase. **Even if the Respondent provides a redline, its Price Reply must be based on the assumption that the Contract terms and conditions will apply as written in Attachment A.**

The draft Contract contains several attachments. The draft Contract and the attachments, including the affidavits, **do not** need to be returned with the ITN Reply unless the Respondent is providing a redline.

## **Section 4 EVALUATION AND NEGOTIATION**

The Department intends to award the Contract to the responsible and responsive Respondent(s) that presents the best value to the State. This procurement will be supported by the Consultant's technical advisors, who will provide information and technical support to the Department.

### **4.1 Selection Criteria**

The following Selection Criteria shall apply for this ITN:

<b>Criteria</b>
Respondent's articulation of its project approach and solution, and the ability of the approach and solution to meet the Department's needs, the requirements of this ITN, and Technical Reply Tabs TR-1 through TR-10.
The innovation of the approach and solution and any value enhancements at no additional cost to the State of Florida.
Respondent's references, track record implementing similar solutions to the one requested in this ITN, and overall experience providing the proposed services.
Respondent's overall pricing, costs to the State of Florida, and financial guarantees over the Contract and renewal terms.

### **4.2 Evaluation and Negotiation Process**

#### **4.2.1 Phase One – Evaluation – General Overview**

The Department will appoint evaluators for the evaluation and scoring of the Replies for the evaluation phase (Phase One). Each evaluator will only be provided a copy of each Respondent's responses in Tab TR-4 of the Technical Reply (Attachment B).

The Consultant will independently review each GeoAccess, Network, and Formulary Analysis (Tabs TR-7, TR-8, and TR-9) in each Respondent's Technical Reply and Financial Reply (Attachment C) and will provide the Department with a summary table of the Technical and Financial Replies. The Procurement Officer will calculate the Financial Reply score by utilizing the Consultant's review of the Financial Reply (as further explained below) and adding it to the Respondent's Technical Reply score based on the evaluators' evaluations.

The Department will score Replies consistent with section 4.3, below.

#### **4.2.2 Phase Two – Negotiations – General Overview**

The Department will establish a negotiation team to conduct the negotiations, assess the final value proposition of each Respondent, and make an award recommendation to the

Department. The negotiation team will not be bound by Phase One scoring and may consider any additional information that comes to its attention during the negotiation phase, including any additional information provided by Respondents invited to negotiations. The negotiation team will not engage in any scoring.

The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State, based on the Selection Criteria in section 4.1. The negotiation team may address each proposed alternative term or deliverable during negotiations, but it is under no obligation to accept a proposed alternative term or deliverable. If the negotiation team determines that a proposed alternative is not acceptable and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be removed from further consideration.

A more detailed description on the negotiation phase is provided in section 4.4, below.

### **4.3 Evaluation Phase**

The Department's evaluation of Replies will include determining which Respondents are considered to fall within a competitive range of Respondents reasonably susceptible of award and eligible for inclusion in the negotiation phase (Phase Two).

All Replies that meet the Mandatory Responsive Requirements and are determined to be otherwise responsive will be evaluated using the following process:

The evaluation phase begins with the scoring of Technical Replies based on the weights shown in section 4.3.1. Technical Replies will be allocated a maximum of fifty (50) weighted points. Financial Replies will be allocated a maximum of fifty (50) weighted points.

The maximum weighted points any Respondent could achieve is one hundred (100) points.

#### **4.3.1 Scoring of Technical and Financial Replies**

Technical Replies will be scored by evaluators based on Respondents' replies to Tab TR-4, worth a total raw score of three hundred sixty-five (365) points. Each response to the seventy-three (73) questions will be scored and may receive a maximum of five (5) raw points per question. Guidelines for the evaluators in assigning a score to each question are provided in Tab 4 of Attachment B: Technical Reply. The chart provided below will be used to determine the total weighted score for a Respondent from each evaluator. The weighted score from each evaluator will be added together and then divided by the number of evaluators to determine the Respondent's final average weighted score. The total maximum Technical Reply score is fifty (50) weighted points. See Tab TR-4 for the 0-5 point scale system.

Scoring of Financial Replies will be based on scenarios three (3) and six (6). Scenarios one (1), two (2), four (4), and five (5) will not be scored.

The Financial Replies, worth a total raw score of fifty (50) points, will be scored as follows:

Consultant will estimate total Contract price for the initial two years of the Contract for each Respondent for bid scenarios three (3) and six (6) by evaluating Respondents' Financial

Replies against the DSGI Summary Utilization Data included in the DSGI Protected Data (Attachment D).

The DSGI Summary Utilization Data will be trended forward as follows:

- In the aggregate, undiscounted AWP costs for projected 2021 costs will be trended by a total of fifteen and a half percent (15.5%) relative to reported undiscounted AWP costs in the DSGI Summary Utilization Data.
- In the aggregate, undiscounted AWP costs for projected 2022 costs will be trended an additional seven and three tenths percent (7.3%) relative to projected 2021 undiscounted AWP costs.

Each Respondent's Estimated Total Contract Price will be calculated pursuant to the program cost for retail network, Retail-90 Network, mail order, specialty pharmacy, excluded claims, estimated member paid costs, administrative fees, and rebate guarantees.

Respondent's Estimated Total Contract Price (calculated using scenarios three (3) and six (6)) will be subtracted from the Current Contract Total utilizing 2020 pricing terms applied against the trended forward data to determine the Respondent's projected savings. The Respondent with the greatest projected savings will receive the maximum fifty (50) points. Each Respondent other than the one with the greatest project savings receive points directly proportionate to the greatest projected savings.

The formula for determining a Respondent's Financial Reply score is: *(Respondent's total projected savings / Greatest total projected savings) x 50*.

**If a Respondent's Estimated Total Contract Price does not result in a savings, the Respondent will be given a zero for its Financial Reply score.**

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The chart below illustrates scoring during the evaluation phase.

	Category	Tab	Subcategory	Total Scored Responses	Possible Points	Subcategory Weight	Category Weight	Weighted Potential Points
1	Administration and Operations	TR-4	I. Account Management	1	5	20%	14.0%	14
		TR-4	II. Support Services	5	25	20%		
		TR-4	VIII. Claims Processing	4	20	20%		
		TR-4	X. Audits	8	40	20%		
		TR-4	XI. Special Provisions	4	20	20%		
			<b>Category Subtotal</b>	<b>22</b>	<b>110</b>	<b>100%</b>		
2	Customer Service	TR-4	III. Customer Service	13	65	100%	12.0%	12
			<b>Category Subtotal</b>	<b>13</b>	<b>65</b>	<b>100%</b>		
3	Network/Delivery Structure	TR-4	IV. Retail Network	5	25	50%	10.0%	10
		TR-4	V. Mail Order and Specialty Network	18	90	50%		
			<b>Category Subtotal</b>	<b>23</b>	<b>115</b>	<b>100%</b>		
4	Data and Reporting	TR-4	VI. Data and Interface	3	15	50%	7.0%	7
		TR-4	VII. Reporting and Deliverables	5	25	50%		
			<b>Category Subtotal</b>	<b>8</b>	<b>40</b>	<b>100%</b>		
5	Clinical Management	TR-4	IX. Clinical Services	7	35	100%	7.0%	7
			<b>Category Subtotal</b>	<b>7</b>	<b>35</b>	<b>100%</b>		
6	Financial Pricing	FR-*	Financial Reply	N/A	50	100%	50%	50
			<b>Category Subtotal</b>	<b>N/A</b>	<b>50</b>	<b>100%</b>		
<b>TOTAL</b>				<b>73</b>	<b>415</b>		<b>100%</b>	<b>100</b>
							<b>Total Weight</b>	<b>Total Points</b>

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In the example below, the proportion of total points received (total raw points in a subcategory divided by the total possible points) is multiplied by the subcategory weight. This will be done for each subcategory. The weighted subcategory points are then added together to achieve a category subtotal.

The category subtotal is further weighted by the category weight in order to determine the final weighted points for that category. The final weighted points for each category are then added together to determine a Respondent's total points for evaluation.

### EXAMPLE

Category	Tab	Subcategory	Raw Points	Total Scored Responses	Possible Points	Subcategory Weight	Weighted Subcategory Points	Category Weight	Weighted Potential Points	Weighted Points Respondent A	
1	Administration and Operations	TR-4	I. Account Management	4	1	5	20%	16.00	14.0%	14	12.26
		TR-4	II. Support Services	22	5	25	20%	17.60			
		TR-4	VIII. Claims Processing	18	4	20	20%	18.00			
		TR-4	X. Audits	36	8	40	20%	18.00			
		TR-4	XI. Special Provisions	18	4	20	20%	18.00			
			<b>Category Subtotal</b>	<b>98</b>	<b>22</b>	<b>110</b>	<b>100%</b>	<b>87.60</b>			
2	Customer Service	TR-4	III. Customer Service	60	13	65	100%	92.31	12.0%	12	11.08
			<b>Category Subtotal</b>	<b>60</b>	<b>13</b>	<b>65</b>	<b>100%</b>	<b>92.31</b>			
3	Network / Delivery Structure	TR-4	IV. Retail Network	25	5	25	50%	50.00	10.0%	10	9.89
		TR-4	V. Mail Order and Specialty Network	88	18	90	50%	48.89			
			<b>Category Subtotal</b>	<b>113</b>	<b>23</b>	<b>115</b>	<b>100%</b>	<b>98.89</b>			
4	Data and Reporting	TR-4	VI. Data and Interface	10	3	15	50%	33.33	7.0%	7	5.13
		TR-4	VII. Reporting and Deliverables	20	5	25	50%	40.00			
			<b>Category Subtotal</b>	<b>30</b>	<b>8</b>	<b>40</b>	<b>100%</b>	<b>73.33</b>			
5	Clinical Management	TR-4	IX. Clinical Services	31	7	35	100%	88.57	7.0%	7	6.20
			<b>Category Subtotal</b>	<b>31</b>	<b>7</b>	<b>35</b>	<b>100%</b>	<b>88.57</b>			
6	Financial Pricing	FR-*	Financial Reply	47	N/A	50	100%	94.00	50%	50	47.00
			<b>Category Subtotal</b>	<b>47</b>	<b>N/A</b>	<b>50</b>	<b>100%</b>	<b>94.00</b>			
<b>TOTAL</b>			<b>332</b>	<b>73</b>	<b>415</b>			<b>100%</b>	<b>100</b>	<b>91.56</b>	
								<b>Total Weight</b>	<b>Total Points</b>		

#### 4.3.2 Determination of Respondents Advancing to Negotiations

The Department intends to select at least two (2) Respondents using the Phase One scoring specified above with whom to conduct negotiations.

The Department's evaluation of Replies will include using the scoring scale to help determine which Respondents are considered to fall within a competitive range of Respondents reasonably susceptible of award and eligible for inclusion in the negotiation phase.

Although the Department intends to negotiate with at least two (2) Respondents, it reserves the right to select more or less Respondents, or no Respondents, with whom to negotiate.

No presumption of preference or merit in the negotiation process or for Contract award shall arise from the scores awarded during the evaluation phase and such scores and ranking shall not carry over to the negotiation phase.

#### **4.4 Negotiation Phase**

The Department will establish a negotiation team to conduct negotiations and make award recommendations. The negotiation team will use the Selection Criteria to determine best value; however, the negotiation team is not bound by the Phase One scoring and may consider all information that comes to its attention during the negotiations.

The Department may negotiate sequentially or concurrently (or a combination of both) and may at any time during the negotiation phase eliminate a Respondent from further consideration. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to Contract award.

##### **4.4.1 Goal of Negotiations**

The negotiation process is intended to enable the Department to determine which Respondent(s) presents the best value to the State and to finalize the terms and conditions of a Contract.

##### **4.4.2 Respondent Attendance at Negotiations**

The Department reserves the right to require attendance at negotiation sessions by particular representatives of Respondent. At a minimum, the Department expects that the following representatives will be in attendance: the account manager, the implementation manager, the executive sponsor, and any other individuals that will perform a critical role in the day-to-day management of the Contract. Staff members with operational knowledge are key to negotiations. The Respondent should limit the number of representatives permitted to attend the negotiation sessions in person to six (6) individuals unless otherwise approved by the Department's negotiation team.

Any written summary of presentations or demonstrations provided by the Respondent during negotiations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, which shall become part of the Respondent's Reply. Any documents deemed by the Respondent to contain proprietary information or any other Confidential Information must be marked in accordance with section 2.15.4 of this ITN.

**Failure to provide any information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.**

##### **4.4.3 Revised Replies and Best and Final Offers (BAFOs)**

During the negotiation phase, the Department will request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State.

#### 4.4.4 Other Department Rights During Negotiations

The Department reserves the right at any time during the negotiation process to:

- Schedule additional negotiation sessions with any or all Respondents;
- Require any or all Respondents to provide additional technical detail, diagrams, demonstrations, and documentation, and additional, revised, or final written Replies addressing specified topics;
- Require any or all Respondents to provide revised Replies and written BAFOs;
- Require any or all Respondents to address services, prices, or conditions offered by any other Respondent;
- Pursue a Contract with one (1) or more Respondent(s) for the services encompassed by this ITN;
- Pursue the division of contracts between Respondents by type of service or geographic area, or both;
- Arrive at an agreement with any Respondent or finalize principal contract terms with such Respondent (including, but not limited to, negotiating a different performance bond amount than originally indicated in the draft contract attached to the ITN);
- End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and continue with other Respondents, or not continue with any Respondents;
- Conclude negotiations at any time and proceed to Contract award;
- Decline to conduct further negotiations with any Respondent;
- Re-open negotiations with any Respondent;
- Take additional administrative steps deemed necessary in determining the final award, including additional fact-finding where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the Replies;
- Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement;
- Request pricing options different from the initial pricing options provided in the Respondent's Attachment C: Financial Reply;
- Request and check business references and materials related to a reference check. If requested, the following guidelines will apply: 1. References should be directly relevant to the services in the solicitation. 2. References will not be accepted from: persons currently or formerly employed by the Respondent; Respondent's board members; Relatives of Respondent's employees or board members; corporations based solely in a foreign country; members of the Respondent who have written, completed, and submitted the form on behalf of the reference. 3. Only Respondent's customers or other entities with information relevant to the Respondent's responsibility, experience, and/or ability will be contacted.
- Require additional technical detail, diagrams, demonstrations, and documentation.
- Conduct negotiation meetings in Tallahassee, Florida. The Department reserves the right to schedule negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session.
- Continue negotiations as determined by the negotiation team, until acceptable terms

and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached, as determined by the negotiation team.

- Take any additional action or require any additional information, which may result in obtaining the best value to the State.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent with which the action is taken, and whether to provide concurrent public notice of such decision.

#### **4.4.5 Negotiation Meetings Not Open to Public**

Negotiations between the Department and Respondents are temporarily exempted from section 286.011, Florida Statutes, by section 286.0113(2)(a), Florida Statutes.

The Department will record all meetings of the negotiation team, as required by law, and such recordings become subject to disclosure in accordance with the timeframes set forth in section 286.0113(2)(c), Florida Statutes. During negotiations, Respondents must inform the Department (as required by section 2.15.4 above) if any portion of the meetings should be considered exempt even after the timeframes identified in section 286.0113(2)(c), Florida Statutes, because of discussions of trade secrets or other Confidential Information so that the Department can make appropriate arrangements for the segregation of the recording.

### **Section 5 Final Selection and Notice of Intent to Award Contract**

#### **5.1 Award Selection**

The Department will select for award of the Contract, the responsive and responsible Respondent(s) that provides the best value to the State, based on the Selection Criteria in section 4.1.

**The Department reserves the right to make a single or multiple award(s) or to make no awards at all. Even if a single Respondent is awarded the Contract, such award will not restrict the Department from procuring additional vendors to provide the services during the term of the Contract if the Department determines that it is necessary or in the State's best interest (as further specified in section 3.10 of the Draft Contract).**

#### **5.2 Department's Negotiation Team Recommendation**

The Department's negotiation team will develop a recommendation as to the award(s) that will provide the best value to the State. In so doing, the negotiation team will not engage in scoring, but will arrive at its recommendations by majority vote.

The scores from the evaluation phase will not carry over into the negotiation phase, and the negotiation team will not be bound by those scores. The negotiation team will forward its recommendation to the Secretary of the Department or his designee for review.

#### **5.3 Secretary's Approval**

The Secretary or his designee will make the final decision to approve or reject the recommendation of the negotiation team.

#### **5.4 Department's Other Reserved Rights**

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right; and
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

#### **5.5 Posting Notice of Intent to Award**

If the Department decides to award a Contract(s), it will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more Contracts with the Respondent(s) identified therein, on the VBS website:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

If the Department decides to reject all Replies, it will post its notice at the VBS website:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

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## FORM 1 - MANDATORY RESPONSIVE REQUIREMENTS

Note: For Column “Respondent Page # of Reply”, Respondents should indicate the page number where the corresponding section reference is listed with their Reply.

SOLICITATION SECTION REFERENCE	RESPONSIVE REQUIREMENTS	RESPONDENT PAGE # OF REPLY
N/A	The Respondent certifies that it agrees to each Minimum Requirement provided in Tab TR-1: Minimum Requirements (Attachment B), and certifies its ability to provide all requirements as described in Tab TR-1: Minimum Requirements, to Participants by January 1, 2021.	N/A
N/A	The Respondent certifies that it will perform, at a minimum, the tasks outlined in Technical Reply Form, Tab TR-5: Administrative Requirements (Attachment B), in accordance with all terms thereof.	N/A
N/A	The Respondent certifies that it will respond to all prompts, questions, and requests for information in Tab TR-4: Deliverables/Services (Attachment B).	N/A
2.16	The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR 1001 form, as modified by section 2.16 of the ITN, and that the Respondent accepts the terms and conditions of this ITN, including all addendums and attachments, without qualification or exception.	N/A
N/A	The Respondent certifies that neither it, nor its affiliates, is a Convicted Vendor or on the Discriminatory Vendor List as described in sections 287.133 and 287.134, Florida Statutes, respectively.	N/A
N/A	The Respondent certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.	N/A
N/A	The Respondent certifies that it is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, prior to anticipated contract execution date. Website: <a href="https://dos.myflorida.com/sunbiz/">https://dos.myflorida.com/sunbiz/</a> <b>Note:</b> Title XXXVI, Business Organizations, of the Florida Statutes, lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1),F.S., pertaining to corporations). The Respondent agrees to attain such authorization within seven (7) Business Days of notice of award, should the Respondent be awarded a contract.	N/A

N/A	The Respondent certifies that the person submitting the Reply is authorized to respond to this solicitation on the Respondent's behalf.	N/A
3.3.2	The Respondent has submitted Attachment E: Confidentiality & Non-Disclosure Agreement and Attachment F: Notice of Intent to Submit a Reply, with its Reply.	
3.3.3	The Respondent has submitted a letter, signed on or after March 10, 2020, from a surety bonding agent authorized to do business in the State of Florida and written on the surety bonding agent's company letterhead that documents the Respondent's present ability to obtain a performance bond in the amount of \$37,000,000, subject to surety bonding agent's company review of the Contract.	
3.3.4	The Respondent has provided Attachment B: Technical Reply in accordance with the instructions contained therein and in sections 3.1, 3.4, and 3.5 of this ITN.	
3.3.5	The Respondent has provided Attachment C: Financial Reply in accordance with the instructions contained therein and in sections 3.1 and 3.6 of this ITN.	

NOTE: The certifications in the first eight (8) boxes are to be accomplished through the execution of this Form.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Responsiveness Requirements listed above.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**FORM 2 – CONTACT INFORMATION**

For solicitation purposes, the Respondent's contact person will be:

Should the Respondent be awarded the Contract, the Account Manager's contact information will be:

Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____
FEID #	_____	_____

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

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**FORM 3 - NOTICE OF CONFLICT OF INTEREST**

**Company or Entity Name** \_\_\_\_\_

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**FORM 4 – NON-COLLUSION AFFIDAVIT**

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

Am authorized to make this statement on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Reply, and the preparation of the Reply, and I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Reply or potential Reply.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) of this Reply, have been disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply for this Contract, or to submit a price(s) higher than the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

\_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees

(Name of Firm)

are not currently under investigation, by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion on any public contract.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FORM 5 - STATEMENT OF NO INVOLVEMENT**

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of commodities or contractual services. —

(17)(c) A person who receives a contract that has not been procured pursuant to sections (1)-(3) [of s. 287.057, Florida Statutes] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

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Name of Respondent's Organization

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Signature of Authorized Representative and Date

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Print Name

**FORM 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**

This acknowledgment form serves to confirm that the Respondent has reviewed, complied with, and accepted all Addendum(s) to the solicitation posted on the Vendor Bid System (VBS).

List all Addendum(s) / Amendment(s) below.

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Name of Respondent's Organization

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Signature of Authorized Representative and Date

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Print Name

## FORM 7 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Section 287.087 of the Florida Statutes provides that, where identical tie solicitations are received, preference shall be given to the response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following.

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent's Name: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Print Name and Title