

State of Florida
Department of Financial Services

Invitation to Negotiate (ITN)
Number: 2122-02 ITN RM
PHARMACY BENEFIT MANAGEMENT
SERVICES

Procurement Officer:
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Failure to file a protest within the time prescribed in section 120.57(3), F. S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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Attachments

| # | Name | Attachment Sub-Components, If Any | To Be Completed and Returned | Attached for Reference |
|---|---------------------------------------|---|------------------------------|------------------------|
| A | Standard Contract | Contract Signature Page | | ✓ |
| | | Attachment 1, Standard Terms and Conditions | | ✓ |
| | | Attachment 2, Statement of Work (SOW) | | ✓ |
| | | Attachment 3, Price Response | ✓ | |
| | | Attachment 4, PUR1000 | | ✓ |
| | | Addendum A, Public Records Requirements | | ✓ |
| | | Addendum B, Data Security Requirements | | ✓ |
| | | Addendum C, Relevant Portions of Contractor's Response (<i>Placeholder – Documents Not Yet Available</i>) | | ✓ |
| B | Evaluator Score Sheet | | | ✓ |
| C | Mandatory Criteria Certification | | ✓ | |
| D | Description of Contract Disputes Form | | | ✓ |
| E | Business Reference Form | | | ✓ |

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Florida Department of Financial Services (Department) is issuing this Invitation to Negotiate (ITN) to solicit Responses from one or more entities (Respondents) that are qualified and capable of providing Pharmacy Benefit Management Services. Respondents interested in submitting a Response must comply with all of the terms and conditions described in this ITN.

The Department intends to enter into a Contract using Attachment A, Standard Contract, which is hereby incorporated by reference. The Department intends to award a Contract to one vendor; however, the Department reserves the right to make no award if determined to be in the best interest of the State.

1.2 BACKGROUND

The Division of Risk Management (Division or DRM) was created under chapter 284, Florida Statutes (F.S.), to administer the State Risk Management Trust Fund, which provides insurance, as authorized by chapter 284, F.S., for workers' compensation and other lines of insurance. During Fiscal Year 2018-2019, DRM provided workers' compensation coverage to 198,788 state employees, volunteers, and other statutorily mandated insured individuals. Covered claims occur in all Florida counties and there are some claims each year that occur outside of Florida.

Key requirements for the Contractor shall include real-time communication, coordination of pharmacy benefits, maintenance of formulary, timely and accurate payment to pharmacy providers, and timely and accurate filing with the Division of Workers' Compensation (DWC).

DRM currently utilizes Medical Case Management (MCM) providers with Telephonic Case Managers (TCM) to provide coordination of medical benefits to state of Florida injured workers. The Contractor will coordinate pharmacy benefits with the TCM or Division adjusters.

Workers’ Compensation Program Statistics

The Bureau of State Employee Workers’ Compensation Claims is responsible for the administration of all workers’ compensation claims filed by state and university employees and volunteers who are injured on the job. This bureau typically receives approximately 12,000 new claims each year and is primarily responsible for ensuring that covered individuals receive timely benefits, while safeguarding the State from instances of fraud, waste, and abuse. Claims administered by the program are covered under our self-insurance program or by private commercial insurance as follows:

| Commencement Date | Coverage Period | Coverage Provider |
|--------------------------|---|--|
| Prior to January 1, 1998 | Accident date before January 1, 1998 | Self-insured |
| January 1, 1998 | Accident date on or after January 1, 1998, through February 9, 2002 | North American Specialty Insurance Company, with a large deductible |
| February 10, 2002 | Accident date on or after February 10, 2002, through February 9, 2005 | Hartford Casualty Insurance Company, with a \$15M deductible, plus three (3) years of medical services |
| February 10, 2005 | Accident date on or after February 10, 2005 | Self-insured |

- During the last five (5) fiscal years (2014 through 2018) DRM has received an average of 12,281 new claims each year.
- During fiscal year 2018-2019, DRM paid \$76 million in medical benefits and \$37 million in indemnity benefits. These totals are inclusive of all dates of accident and include prescription drug costs and settlement payments.
- Pharmacy benefits account for 20% of total medical benefits.

1.3 QUESTIONS BEING EXPLORED

The Department is seeking a solution (Solution) to the questions being explored in this section. Respondents do not need to respond directly to these questions. The Department will use the information obtained through this ITN process to assist it in developing its Solution by exploring the following questions:

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1. How does the pharmacy benefit management company customize its services to fit the needs of each client?
2. How does the pharmacy benefit management company ensure that their clients are receiving the most cost-effective solutions?
3. What does the pharmacy benefit management company recommend for reducing utilization and pricing to keep expenses at the lowest level?
4. What services can be offered to ensure a seamless transition of services?

1.4 GOALS OF THE ITN

1. To meet the Contract objectives as outlined in Attachment 2, Statement of Work.
2. To minimize costs while providing the required services to stakeholders.
3. To obtain a Contract that provides exceptional value to the State.

1.5 TERM

The initial term of the Contract awarded under this solicitation will be four (4) years, and the Contract may be renewed for up to four (4) years in accordance with section 287.057, F.S.

1.6 DEFINITIONS

The following definitions apply to this ITN document:

Business Days – Monday through Friday, inclusive, except for State government holidays.

Calendar Days – All days, including weekends and holidays. With respect to due dates and deliverables, if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.

Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution, or any other authority.

Contract – The agreement that results from this competitive solicitation, if any, between the Department and the awarded Respondent.

Contractor – A Respondent that executes a Contract with the Department pursuant to this ITN.

Department – The Department of Financial Services.

Response – The formal response to this ITN.

Respondent – An entity that submits a Response to this ITN.

State – The state of Florida.

Vendor Bid System (VBS) – The State’s internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_main_menu.

1.7 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., the Department’s Procurement Officer (Procurement Officer) is the sole point of contact for this solicitation.

The Procurement Officer is:

Laura Jennings
Purchasing Director
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

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

Please note that questions will NOT be answered by telephone. All inquiries must be directed to the Procurement Officer in writing. For expediency, the Procurement Officer at her sole discretion may initiate phone calls to Respondents to resolve procedural or administrative issues.

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.**

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

1.8 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771 (TDD).

1.9 COOPERATION WITH INSPECTOR GENERAL

By providing a Response to this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.10 COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

SECTION 2. ITN PROCESS

2.1 OVERVIEW OF THE ITN

The ITN is a method of competitively soliciting a commodity or contractual service under chapter 287, F.S. Under this ITN, there will not be a pre-Response conference. Vendors may submit questions regarding this ITN to the Department during the Question and Answer Period.

Respondents must submit Responses by the deadline listed in Section 2.2, Timeline. The Department will open the Responses at a public opening. After the public opening, the Procurement Officer will review
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Responses in accordance with Section 4.1, Review of Mandatory Responsiveness Requirements. Responses that the Procurement Officer determines are responsive to the ITN will be evaluated by the evaluation team. After evaluation, the Procurement Officer will compile the final evaluation scores to determine the competitive range of Responses reasonably susceptible of award (Competitive Range). The Department may then select Respondents within the Competitive Range with which to commence negotiations. After negotiations are conducted, the Department will award the contract to the responsible and responsive Respondent that the agency determines will provide the best value to the State, based on the selection criteria.

This section is only intended to be an overview. Read the solicitation in its entirety for further details. In the event of a conflict between this overview and another section of this ITN document, the other section of the ITN document will control.

2.2 TIMELINE

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this timeline by posting addenda on the VBS. It is the responsibility of the Respondent to check the VBS on a regular basis for such updates.

| Timeline | Event Time Eastern Time (ET) | Event Date |
|---|-------------------------------------|-------------------|
| ITN posted on the VBS. | N/A | June 29, 2021 |
| Deadline to submit questions to Procurement Officer. | 3:00 PM | July 16 2021 |
| Department's anticipated posting date for answers to Respondents' questions on the VBS. | 12:00 PM | July 30, 2021 |
| Deadline to submit responses and all required documents to the Department. | 3:00 PM | August 13, 2021 |
| Public Response opening. Department of Financial Services 200 E. Gaines Street, Larson Building – Room 116 Tallahassee, FL. NOTE: The public opening will also be conducted via Conference Call. To attend the public opening call 888-585-9008 and when prompted use Conference Room No. 498-257-393. Attendance at this public opening is not required. | 3:30 PM | August 13, 2021 |
| Public meeting for negotiation team to discuss recommended award. 1801 Hermitage Boulevard, Hermitage Building Conference Room, Tallahassee, FL 32309 | TBD | TBD |

| | | |
|---|-----|-----|
| Anticipated date to post Notice of Intent to Award. | TBD | TBD |
|---|-----|-----|

2.3 PRE-RESPONSE CONFERENCE

The Department will not hold a pre-Response conference.

2.4 QUESTION AND ANSWER PERIOD

Vendors may submit written questions to the Procurement Officer by the deadline listed in Section 2.2, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the ITN and its attachments, and any processes described in those documents. If terms included in the Standard Contract are impractical or, for legal or operational reasons impossible, vendors are encouraged to submit questions regarding the Department’s acceptance of specified alternative terms.

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS.*****

The Department requests that vendors submit questions in the following format:

| Question # | ITN Section | ITN Page # | Question |
|------------|-------------|------------|----------|
| | | | |

Questions do not constitute a formal protest of the specifications or of the solicitation.

The Department will provide an answer to all questions that are timely submitted through an addendum that is posted on the VBS. If modifications are made to the ITN document or attachments, the Department will post the changes in an addendum on the VBS.

2.5 PUBLIC OPENING OF RESPONSES

The Department will open the Responses in a public opening at the date, time, and location noted in Section 2.2, Timeline.

2.6 ADDENDA TO THE ITN

The Department reserves the right to make changes to this ITN by posting addenda on the VBS. It is the Respondent’s responsibility to check for any posted addenda on the VBS.

2.7 CONTRACT FORMATION

The Department will enter into a Contract with the Respondent awarded the Contract pursuant to Section 5, Award. The Contract will consist of the documents listed under Attachment A, Standard Contract, on this ITN document’s Attachments Table.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the ITN and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

The Special Instructions are in the remainder of Section 3 of this ITN document. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 3, 5, and 9 of the PUR 1001 are inapplicable and are replaced with the following:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.4, How to Submit a Response, of the ITN document.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.4, Questions and Answer Period, of the ITN document.

Section 9. Respondent's Representation and Authorization

(a) In submitting its Response, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
- The Response 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 response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
- The Respondent will conform to the terms and conditions of the Standard Contract without exception, or, where an exception is made by Respondent, will provide an alternative that is equivalent to or exceeds the Department's terms and conditions.
- 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 Department.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, 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 Response.
- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Response.
- All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

- (b) In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of the following, the Respondent shall submit with its Response a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S.):
- To the best of the knowledge of the person signing the Response, 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 of Florida, including a claim by the state of Florida for liquidated damages under any other contract.
 - 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), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract and 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 position involving the administration of federal funds:
 - Has within the preceding three 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-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

3.2 MANDATORY RESPONSIVENESS REQUIREMENTS

A Respondent whose Response does not meet the mandatory responsiveness requirements listed below will be deemed non-responsive and will not be considered for contract award.

The mandatory responsiveness requirements are as follows:

1. The Response must include a Price Response.
2. The Response must include an Attachment C, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.3(A), Mandatory Criteria Certification.

The Department will not evaluate a Response from a Respondent that does not meet the mandatory responsiveness requirements. A Response that meets the mandatory responsiveness requirements listed above is presumed to conform in all material respects to the solicitation. The Department reserves the right to re-evaluate its responsiveness determination at any time during the solicitation.

3.3 CONTENTS OF THE RESPONSE

The Department requests that Responses be organized in sections as provided below. See Sections 4.2-4.3 of this ITN for how Responses will be evaluated during the evaluation phase.

3.3.1 **Volume 1: General Information**

The Department requests that the Respondent:

A. Cover Letter

Submit a cover letter on the Respondent's letterhead that contains the following information:

1. The name and principal place of business of the Respondent.
2. The Respondent's Federal Employer Identification Number (FEIN).
3. The name, title, mailing address, telephone number, and email address of the Respondent's contact person for purposes of the ITN and, if available, an alternate contract person.

B. Responses of Disclosures Required by the PUR 1001

1. Submit any disclosures required by Section 6 of the PUR 1001.
2. Submit any disclosures required by Section 9 of the PUR 1001, as modified by Section 3.1 of the ITN. If unable to certify to any of the provisions of part (b) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITN, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the Department finding the Respondent to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S. No exceptions to part (a) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITN document, will be accepted.

3.3.2 **Volume 2: Technical Response**

The Respondent should provide the following information:

A. Narrative on Experience and Ability

The Respondent should:

1. Provide a narrative on the Respondent's corporate business purpose, organizational history, administration, and experience with providing claims services.
2. Provide a narrative on the Respondent's prior relevant experience with providing pharmacy benefits management services. Experience should be reflective of the Respondent's ability to perform and effectively administer, manage, and support the services sought in the SOW.
3. Provide examples of the Respondent's previous or current provision of similar services sought by the SOW.
4. Provide responses to the following questions on how the PBM currently provides services:
 - a. **Program:**
Provide a description of the Respondent's methodology for operating Pharmacy Benefit Management (PBM) services and describe how the Respondent manages its program and its customer relationships?
 - b. **Call Center:**
Provide a description of the Respondent's performance standards for the call center and how the performance is measured and reported.
 - c. **Network:**
Provide a description of the following: how does the Respondent verify its pharmacy network enrollment and compliance with requirements, how frequently the Provider Relations Committee meets, and how the Respondent encourages a positive relationship with its pharmacy network.
 - d. **Formulary:**

1. What is the Respondent's process for promoting clinically appropriate, safe, and cost-effective drug therapy?
 2. Provide a list of the Pharmacy and Therapeutics (P&T) Committee member qualifications (i.e., credentials and affiliations). Describe the various disciplines represented and how long each member has been serving on the committee. How often do you validate potential conflicts of interest among committee members?
 3. How does the Respondent select formulary products? What effect does price have in changes to the drugs on the formulary? How does the Respondent establish its formulary to improve safety and cost for workers' compensation plans?
 4. How does the Respondent communicate formulary decisions and the factors that affect formulary decisions to the prescriber network and plan membership?
 5. Is the Respondent's formulary readily available for prescribers and/or members (a) for identification of utilization restrictions and (b) for formulary alternatives for high cost non-formulary products?
 6. How does the Respondent incorporate disease management into its workers' compensation program? How does the Respondent incorporate the American Geriatrics Society's Beers criteria into its program?
- e. **Claim Eligibility:**
Describe how the Respondent maintains the eligibility/enrollment requirements of its clients. Describe the process, including timeframes, for adding/deleting claimants.
- f. **Mail Order:**
Describe the Respondent's mail order delivery process.
- g. **Drug Oversight:**
Describe the Respondent's process for tracking drug-drug interactions and reporting on target drug and concurrent precipitant drug utilization. What polypharmacy metrics and opioid data are tracked by the Respondent?
- h. **Division of Workers' Compensation Compliance:**
Describe the Respondent's process for filing pharmacy prescription payment data with the Florida Department of Financial Services, Division of Workers' Compensation? What is the Respondent's average turnaround time for processing physician dispensed invoices?
- i. **Customer Satisfaction:**
Describe the Respondent's process for assessing consumer satisfaction and provide an example of some recent findings. Provide a sample of a stewardship report and the data definitions used in the report.
- j. **Quality Assurance:**
Provide a copy of a recent Quality Assurance committee meeting minutes and/or report.

B. Respondent's Proposed Approach

The Respondent should:

- a. Provide its Continuity of Operations Plan (COOP) in order to continue to provide the services sought in this ITN in the event of a natural disaster, computer virus attack, network communication loss, pandemic or loss of electrical supply;
- b. Organizational Chart;
- c. Identification of Key Personnel, including biographies describing the background, experience, and qualifications for each member; and
- d. The Respondent shall fully describe its plan for carrying out the services contained in the SOW.

3.3.3 Volume 3: Mandatory Responsiveness Requirements

The Respondent shall:

A. Mandatory Criteria Certification

Submit an Attachment C, Mandatory Criteria Certification Form, that provides a “Yes” Certification Answer for each Certification Question. A Respondent’s failure to provide a “Yes” Certification Answer for each Certification Question will result in the Respondent being deemed non-responsive.

B. Price Response

Submit a Price Response. Attachment 3, Price Response, is proposed as a potential method for Respondents to use in submitting their Price Responses; however, Respondents may use other formats or concepts in proposing their Price Responses. Respondents are encouraged to offer creative pricing methods for the Department’s consideration.

3.3.4 Volume 4: Contract Exceptions

The Respondent should submit a full description of any exceptions it has to the terms in the attachments that comprise Attachment A, Standard Contract.

3.3.5 Volume 5: Proposal for Optional and/or Value-Added Services

The Respondent may propose to provide optional services that will make the services more efficient, more valuable, or more manageable. Optional services should be available to the Department during the Contract with notice to the Contractor that the Department intends to opt into those services. The Department shall be under no obligation to adopt the Respondent’s proposed optional services into the Contract or to opt into the services during the life of the Contract.

A Respondent’s proposal for optional services should include the scope of services that would be addressed, the payment structure for those services and how those services would integrate into the Respondent’s Technical Response (if at all).

This volume should also include any value-added services the Respondent would like to propose to the Department that would not otherwise fall under the description for optional services provided above.

3.4 HOW TO SUBMIT A RESPONSE

The Respondent shall submit:

- One (1) original version of each volume of the Response.
- The Respondent should include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes “Original – Volume ____, Binder ____ of ____,” and include the Respondent’s name, and the ITN number.
- Eight (8) additional copies of the Response.
- The Respondent should include an exact copy of the original Response. The Respondent should label the cover and spine of the volumes “Copy # ____, Volume # ____, Binder ____ of ____,” and include the Respondent’s name, and the ITN number.
- One (1) scanned copy of the entire Response on a CD-ROM or flash drive, with large files scanned as separate .pdf files.
- One REDACTED scanned copy of the Response, if applicable (see Section 3.6.1).
- The Respondent should include a redacted copy of the original Response. The Respondent must label the cover and spine of the volumes “REDACTED Copy # ____, Volume # ____, Binder ____ of ____,” and include the Respondent’s exact legal name, and the ITN number.

NOTE: The Respondent may use an alternate method of binding other than a binder and include separate tabs or other methods of separation for the volumes of the Response in lieu of separate binders.

Responses must be delivered in sealed packages to the Department of Financial Services at 200 East Gaines Street, Larson Bldg., Room 146 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0347, by the deadline listed in the Timeline in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the ITN number and Respondent's name.

SECTION 2.2, TIMELINE, SPECIFIES THE DEADLINE AND LOCATION FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.

3.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation submitted as a Response to the ITN will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

3.6 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, F.S., or other legal authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as "Unredacted Version – Contains Confidential Information" and place such information in an encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent should mark the redacted electronic copy with the Respondent's name, Department's ITN name and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract's Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

During the negotiation phase of the ITN, the Department reserves the right to request copies of Responses that show the text of the Respondent's redactions highlighted for ease of use.

3.6.2 Respondent's Obligations to Defend its Claims

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information. By submitting a Response, the Respondent agrees to defend its claim that each and every portion of its redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, 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 Response are Confidential Information or otherwise not subject to disclosure. The Department may use the 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 in defending such claims.

3.7 WITHDRAWAL AND MODIFICATION OF RESPONSES

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Procurement Officer. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal.

3.8 MINOR IRREGULARITIES

The Department reserves the right to accept, reject, or waive any minor irregularity (including deviations, technicalities, or omissions) if the Department determines that doing so will serve the best interest of the State. At its option, the Department may allow a Respondent to correct any minor irregularity, but the Department is under no obligation to do so. The Department may request that a Respondent provide clarifications to correct any minor irregularity.

3.9 ADDITIONAL INFORMATION

At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the disqualification or rejection of the Response.

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the ITN. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

SECTION 4. SELECTION METHODOLOGY

4.1 REVIEW OF MANDATORY RESPONSIVENESS REQUIREMENTS

The Procurement Officer will review each Response to determine whether the Response satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. Only those Responses that meet the mandatory responsiveness requirements will be evaluated. A Respondent who submits a Response that does not satisfy the requirements of Section 3.2, Mandatory Responsiveness Requirements, will be deemed non-responsive and will not be considered for contract award.

4.2 EVALUATION TEAM

The Department's evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program area and service requirements for the contractual services sought under the ITN.

4.3 EVALUATION CRITERIA

Each response will be evaluated as set forth in the remainder of this Section 4.3, Evaluation Criteria. The Respondent's Price Response will not be scored.

4.3.1 EVALUATION OF TECHNICAL RESPONSE

Each evaluation team member will independently evaluate each Respondent's Volume 2: Technical Response against the evaluation criteria set forth in Attachment B, Evaluator Score Sheet. The maximum number of points for each criterion are set forth in Attachment B, Evaluator Score Sheet. The total number of points available for the Technical Response is 550. The Procurement Officer will add the points awarded by each evaluator for a Respondent and divide the total by the number of evaluators to determine a Respondent's technical response points.

4.3.2 PRICE RESPONSE

The Respondent's Price Response will not be scored in the evaluation phase of the ITN and will not be considered by the Department in determining a Competitive Range and selecting Respondents to invite to negotiations.

4.4 NEGOTIATION TEAM

The Department's negotiation team will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and services requirements for which contractual services are sought.

4.5 NEGOTIATIONS

Selected Respondent(s) will be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses, and/or to enter into negotiations with the Department. Any information that the Respondent provides during negotiations constitutes an Interim Revised Response (IRR) and becomes part of the Respondent's Response. Failure to provide requested information may result in rejection of the Response.

The Department reserves the right to negotiate different or additional terms, or the removal of terms, and related price adjustments, if any, if the Department determines that doing so would be in the best interest of the State or necessary for the effective administration of the Contract; this applies to all of Attachment A, Standard Contract, the Respondent's Response (including all revisions), and any other document that may become part of the Contract. As used in this paragraph, the word "terms" includes all terms, conditions, or other requirements that will become part of the Contract and includes how those terms are arranged or presented (e.g., revised pricing models or additional attachments).

The negotiation team may consider any information obtained during Evaluation but is not bound by evaluation team scoring. The negotiation team may reassess any of the evaluation determinations and may consider any additional information that comes to its attention during the negotiations.

This procurement will not result in an exclusive license to provide the services or products described in this ITN or the resulting Contract. The Department may, in compliance with applicable law, contract with other Respondents to provide the same or similar services.

Negotiations may include discussions of the terms, conditions, costs, statement of work, and related services to be provided by the Respondent. The negotiation team will not engage in scoring but will arrive at its recommendation by discussion during a public meeting.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. 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. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. 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 eliminated from further consideration or the negotiation team may stop negotiation with that Respondent.

4.5.1 Negotiation Location and Attendance

The Department will schedule negotiation sessions and distribute instructions and/or agendas in advance of each negotiation session. The negotiation sessions will be conducted in Tallahassee, Florida (FL) or via online meeting software. The Representatives for each Respondent (including a representative authorized to agree to Contract terms on behalf of the Respondent and key proposed Project Team members relevant to the topic being discussed) must plan to be available in person, without interruptions, for the entirety of the Respondent's scheduled negotiation session(s) in Tallahassee, FL or via online meeting software. The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.

4.5.2 Revised Responses and Best and Final Offers

During the Negotiation period, the Department may request clarification and revisions to Responses (including BAFOs and revised BAFOs) until it is satisfied that it has achieved the best value to the State.

4.5.3 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 responsive Respondents.
- Require any or all responsive Respondents to provide additional, revised, or final Responses addressing specified topics.
- Require any or all responsive Respondents to provide a written BAFO.
- Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- Require any or all responsive Respondents to provide a completed Attachment D, Description of Contract Disputes and/or one or more completed Attachment E, Business Reference Form, or modified version of these forms as modified by the Negotiation Team.
- Require any or all responsive Respondents to provide financial information as specified by the Department, including but not limited to one or more years of independently audited financials.
- Arrive at an agreement with any responsive Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- Decline to conduct further negotiations with any Respondent.
- Re-open negotiations with any Respondent.
- Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where consistent with the terms of this ITN.
- Review and rely on relevant information contained in the Responses.

- Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.

4.6 SELECTION CRITERIA

The negotiators will recommend the award of Contracts to Respondents that the negotiators determine will provide the best value to the State based on the following selection criteria:

- The Respondent's articulation and demonstration of its ability to address the requirements of the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The Respondent's use of innovation to address the needs to the Department;
- The favorability for the Department of the terms of the proposed Contract with the Respondent;
- The Respondent's experience in addressing services similar in type and scale as what will be required by the Department's Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent;
- The experience and skill of the Respondent's proposed staff relative to the proposed Solution and the needs of the Department; and
- The Respondent's pricing, overall costs to the Department, and the value of the services offered by the Respondent.

The negotiation team may, by majority vote, amend the selection criteria.

A Respondent's responsiveness and responsibility may be assessed at any point in the selection process. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected.

SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract may be awarded to the responsible and responsive Respondent whose Response is deemed to be the best value to the State based on the selection criteria.

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not being responsible vendors as defined in section 287.012, F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

The Department reserves the right to accept or reject any or all Responses, or separable portions of Responses.

5.2 RECOMMENDATION OF AWARD

The Department will develop a recommendation of award, based on the selection criteria identified in this ITN, that will be submitted to the Chief Financial Officer or their designee.

5.3 CHIEF FINANCIAL OFFICER'S APPROVAL

The Chief Financial Officer, or his designee, will make the final decision for award after receiving the recommendation of award.

5.4 AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) Contract with the Respondent identified therein on the VBS. If the Department decides to reject all Responses at any time during the solicitation, the Department will post a notice to that effect on the VBS.

5.5 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

The awarded Respondent must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031, F.A.C.

5.6 EXECUTION OF CONTRACT

The awarded Respondent must sign the Contract within fifteen (15) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Department also reserves the right to award to another Respondent that submits a BAFO if the Department does not receive a timely signed Contract from an awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.