

FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page 1 of 77 pages

AGENCY MAILING DATE:

September 9, 2008

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Department of Corrections
Bureau of Procurement and Supply
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone Number: 850-410-4037, Fax 922-8897

SOLICITATION TITLE:

Statewide Comprehensive Pharmaceutical Services

SOLICITATION NO:

08-DC-8013RESPONSES WILL BE OPENED: Tuesday, December 2, 2008 @ 2:00 p.m. E.S.T.and may not be withdrawn within 365 days after such date and time.

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the respondent.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Vendor offers and agrees that if the Proposal is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

VENDOR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

SECONDARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

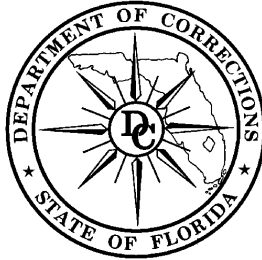
FAX NUMBER:

EMAIL ADDRESS:

"The State of Florida's general contract conditions, Form PUR 1000 (11/04), and the General Instructions to Proposers, Form PUR 1001 (11/04), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supercede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



REQUEST FOR PROPOSAL (RFP)

FOR

STATEWIDE COMPREHENSIVE PHARMACEUTICAL SERVICES

RFP # 08-DC-8013

**DMS CLASS & GROUP
#974-670 and 974-680**

**RELEASED ON
September 9, 2008**

**BY THE
DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
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SECTION 1 – DEFINITIONS

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 Average Manufacturer Price (AMP):** A monetary figure representing the average price paid by wholesalers for drugs distributed to the retail class of trade, net of customary prompt pay discounts.
- 1.2 Average Wholesale Price (AWP):** A monetary figure representing the average price at which wholesalers sell drugs to physicians, pharmacies, and other customers. The AWP is an important prescription drug pricing benchmark for payers throughout the healthcare industry. Payments are typically based on AWP minus some percentage.
- 1.3 Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.
- 1.4 Comprehensive Pharmaceutical Services:** Comprehensive pharmaceutical services for the Department’s inmates include, but are not limited to: providing all medication, including stock drugs and controlled substances, in unit dosage packages for dispensing and accountability; special pharmaceutical registration for restricted distribution drugs; providing on-call after hours pharmacist consultation and on-site pharmacy technicians at all facilities; and consultant pharmacy services for all Department permitted pharmacy facilities; compounding and mixing of oncology drugs at sites determined by the Department; preparation, compounding, and mixing of lethal injection drugs for execution at Florida State Prison at Starke, Florida pursuant to Departments’ statutory mandate under Chapter 922, Florida Statute; providing all on-site inpatient and outpatient hospital pharmacy services for the licensed hospital at the Reception and Medical Center at Lake Butler, Florida; and all specialty clinics at institutions throughout the state as determined by the Department.
- 1.5 Consultant Pharmacist:** The Department’s institutional staff or contracted pharmacist(s) licensed by the Florida Department of Health and certified as a consultant pharmacist pursuant to Section 465.0125, Florida Statutes.
- 1.6 Contract Compliance Monitoring:** A comprehensive evaluation conducted a minimum of once every six (6) months by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.7 Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.8 Contract Services:** Where used herein, refers to those services provided by a private contractor to the Department, as described in this RFP document and pursuant to an executed contract.
- 1.9 Contract:** The agreement resulting from this RFP between the Successful Proposer and the Department.
- 1.10 Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.11 Container:** A container shall include, but not be limited to, a card (bingo/punch) of tablets or capsules, unit-dosed capsules or tablets, or unit of use packages.

- 1.12 **Correctional Medical Authority (CMA):** The purpose of the CMA is to monitor and evaluate the quality of the physical and mental health care services provided to inmates in Florida's state and privately operated correctional institutions. Evaluations are accomplished through both on-site visits (surveys) and off-site documentation reviews, and are conducted to ensure the health services provided by the Department of Corrections meet minimum standards of care as defined by state and federal law and are consistent with generally accepted community standards. Go to <http://www.doh.state.fl.us/Cma/index.html> for additional information.
- 1.13 **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- 1.14 **Day:** Calendar day, unless otherwise stated.
- 1.15 **Department:** The State of Florida, Department of Corrections, referred to in this RFP document as "the Department."
- 1.16 **Department of Corrections (DC) Drug Formulary:** Those medications approved by the Department's Pharmacy Services Committee for dispensing upon orders of practitioners.
- 1.17 **Desirable Conditions:** The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.
- 1.18 **Drug Exception Request (DER):** The Drug Exception Request is Form DC4-648 which must be submitted by a prescriber to the designated health service staff for approval to prescribe the following: a non-formulary drug, use of two or more drugs in the same class, four or more psychotropics, drug dose variance, or nonapproved use of approved drug.
- 1.19 **Direct Observed Therapy (DOT):** The administration of medications during which nursing staff issues medication by unit or single dose and observes the inmate as the medication is taken.
- 1.20 **Keep on Person (KOP):** Prescriptions that are designated by the prescriber or Department to be kept in the possession of the inmate/patient. The inmate/patient is responsible for self-administering these medications as directed and requesting refills at the appropriate time if refills are specified.
- 1.21 **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.22 **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.
- 1.23 **Pharmaceutical/Medication Cost:** For the purposes of this RFP, the pharmaceutical/medication cost shall be the Department's actual cost of pharmaceuticals/medications to be paid under any Contract resulting from an award based on Price Sheet of this RFP. This cost must be based on an identified industry standard pricing (such as WAC, AWP, AMP, or other) that must be available on a website for Department staff to be able to verify electronically on a daily basis.
- 1.24 **Prescription Filling/Dispensing Fee:** For the purposes of this RFP, a flat percentage fee per prescription, indicated by the proposer on the Price Table, to be added to the pharmaceutical/medication cost and paid to the Contractor for performance of services as specified in Section 3, Scope of Service, under any Contract resulting from an award based on this RFP.

- 1.25 **Rx Stop Date:** The date after which a prescription is no longer valid. The RX Stop date is determined by the practitioner and set forth in writing, on the prescription order. This is the number of days the order is valid.
- 1.26 **Single Source Generic:** For the purposes of this RFP, a single source generic is a medication (drug) that is available generically from only one manufacturer.
- 1.27 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.
- 1.28 **Successful Proposer/Contractor:** The entity that will be performing as the contractor under any contract resulting from this RFP.
- 1.35 **United States Pharmacopeia (USP):** The United States Pharmacopeia (USP) is the official public standards-setting authority for all prescription and over-the-counter medicines, dietary supplements, and other healthcare products manufactured and sold in the United States. USP is an independent, self sustaining, nonprofit, science-based, public health organization.
- 1.29 **Vendor, Offeror, Proposer or Contractor:** A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.
- 1.30 **Wholesale Acquisition Cost (WAC):** A monetary figure based on the price paid by a wholesaler for drugs purchased from the wholesaler's supplier, typically the manufacturer of the drug.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately ninety-eight thousand (98,000) to date. The number of inmates in prison has risen over 19.78% in the last 5 years, with a 5.8% increase in the last year and is expected to continue to rise. Inmates are housed in both privately-operated and state-operated facilities throughout the State which include sixty-one (61) major correctional institutions and seventy-nine (79) other facilities, such as road prisons, various work/forestry camps, treatment centers and work release centers. Facilities operated by the Florida Department of Corrections (hereinafter referred to as “Department” or “DC”) (as opposed to the six private Florida prisons operated by the Department of Management Services) are grouped into four (4) regions (Regions I through IV), with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida, and Region IV South Florida. In Region II, the Department operates the Reception and Medical Center (RMC) in Lake Butler, Florida which includes a licensed 153-bed hospital (120 for medical and surgical, and 33 for mental health).

Pursuant to Chapter 945, Florida Statutes, the Department is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the Department provides availability of and access to comprehensive healthcare services. Healthcare services include medical, mental health, dental and pharmacy services provided to inmates upon admission into the correctional system and throughout their incarceration. In carrying out this statutory responsibility, the Department makes pharmaceutical services available to its inmate population. Pharmacy services include access to appropriate pharmaceuticals, as per prescriber’s orders. Healthcare services may be delivered directly by the Department or through contract with private entities.

Pharmacy services are provided through a combination of contracted services and Department pharmacists. Currently, pharmacy prescription filling services for facilities located in the Department’s Region IV are provided through a purchase order with Diamond Pharmacy Services through the MMCAP-DOH agreement.

2.2 Overview of Services Sought

The Department is seeking pharmaceutical prescription filling services pursuant to inmate/patient specific orders submitted by the Department’s healthcare staff. Services shall include delivery of filled prescriptions to Department institutions and associated facilities as indicated in the table in Section 3.5, Service Locations and Service Times. **In addition**, services shall include all items identified in the description of comprehensive pharmaceutical services in Section 1.4. The Department is committed to ensuring the availability to all inmates of timely and appropriate provision of pharmaceuticals services.

Pursuant to proviso from the 2008 Florida Legislature to identify and realize potential cost savings for inmate health services, the Department of Corrections shall competitively procure, as defined in section 287.057, Florida Statutes, for pharmaceutical prescription filling services for correctional facilities on a statewide basis and shall award a contract consistent with Florida law only if such contract would, at a minimum, provide for drug pricing, including dispensing, administration and other fees at a cost of at least three percent below what the department can purchase and administer the program through participating in the Minnesota Multi-State Contracting Alliance for Pharmacy (MMCAP) drug purchasing consortium in which Florida is currently a participating member. The savings shall be calculated based on fiscal year 2007-2008 pricing for the purchase of prescription drugs and the pertinent costs of: dispensing, administration, repackaging and other fees related to such contract.

For additional general description of services, see Section 3, Scope of Service.

2.3 Statement of Purpose

This Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified vendors with at least three (3) years of business/corporate experience within the last five (5) years, in the provision of pharmacy services including filling of prescription orders. During all times material to this experience requirement, the responding entity shall have been an appropriately licensed, permitted, or registered pharmacy and shall have had an appropriately licensed pharmacist on staff to supervise and oversee prescription filling services.

The Department is interested in contracting with a single contractor for the provision and operation of Pharmaceutical Prescription Filling Services to all facilities referenced in Section 3.5, in accordance with Section 3, Scope of Service. This Contract does not include consulting pharmacist services.

2.4 Service Start Date

The Contractor must have the capability to begin delivery of pharmaceutical prescription filling services to the service locations indicated or incorporated herein no later than July 1, 2009. The Department reserves the right to change the dates for the commencement of service delivery and the Contract start date.

2.5 Pricing Methodology

The Department seeks pricing that will provide the best value to the State; therefore, interested vendors are encouraged to submit a Price Proposal utilizing the Price Table (required and scored), Exhibit D.

NOTE: Any changes in pricing or the number of facilities requiring services shall be made in accordance with Section 7.6, Contract Modifications, of this RFP.

2.6 Term of Contract

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for one (1) additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than sixty (60) days prior to the Contract expiration date.

2.7 Exhibits & Resource Link

The Department is providing the following Exhibits and Resources for informational purposes only to assist vendors in preparing proposals.

To download copies of the following Exhibits and Resources, click on the following link to the Department's website <http://www.dc.state.fl.us/business/docs/>. If you have trouble downloading any of the documents, contact the Procurement Manager, Gail Hillhouse, at 410-4037 or e-mail hillhouse.gail@mail.dc.state.fl.us.

EXHIBITS:

- **EXHIBIT A – State Formulary Document**
- **EXHIBIT B – Pharmaceutical expenditures and number of prescriptions filled for Regions I, II, and III for FY 05/06, FY 06/07, and FY 07/08**
- **EXHIBIT C – Pharmaceutical expenditures and number of prescriptions filled for Region IV for FY 07/08**
- **EXHIBIT D – PRICE TABLE**
- **EXHIBIT E – REQUIRED ADDITIONAL RESPONSES**

ALL POSSIBLE EFFORTS HAVE BEEN MADE TO ENSURE THE INFORMATION IN THE ABOVE REFERENCED EXHIBITS IS ACCURATE, COMPLETE, AND CURRENT. HOWEVER, THE DEPARTMENT DOES NOT WARRANT THE INFORMATION IS INDEED ACCURATE, COMPLETE, OR CURRENT. FURTHER, THESE EXHIBITS MAY NOT CONTAIN ALL OF THE RULES, REGULATIONS, OR DIRECTIVES REQUIRED TO BE COMPLIED WITH IN THE DELIVERY OF SERVICES UNDER ANY CONTRACT RESULTING FROM THIS RFP. STRICT COMPLIANCE WITH ALL STATUTES, RULES, DIRECTIVES, AND PROCEDURES MENTIONED ELSEWHERE IN THIS RFP BUT NOT INCLUDED IN THESE EXHIBITS WILL BE EXPECTED.

Resource Library:

The Department utilizes the following resources in the delivery of health services included in this RFP. A copy of each resource identified may be downloaded from the link identified above, unless otherwise stated.

- Chapters 456, 465, 499, and 893, Florida Statutes.
- Rules 64B16-26, 64B16-27, 64B16-28, 64B16-30, 64F-12, and 64F-13, Florida Administrative Code.

NOTE: Florida Statutes and Florida Administrative Code rules are available through the Internet and will not be provided through the Department's internet link.

In addition, the Department has identified the following Technical Instruction (TI) as a resource for vendors responding to this RFP. This resource is available through the link provided above.

- **TECHNICAL INSTRUCTION NO. 15.14.03, SUBJECT: DRUG FORMULARY PROCESS**

SECTION 3 – SCOPE OF SERVICES SOUGHT

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as “Contractor” and any contract to be issued as a result of this RFP as “the Contract” or “this Contract”. This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Contractor” and “this Contract” or “the Contract” throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

3.1 General Description of Services Sought

The Department is seeking comprehensive pharmaceutical services pursuant to inmate/patient specific orders written by the Department’s healthcare staff. Services shall include delivery of filled prescriptions to various Department institutions and associated facilities as indicated in Section 3.5, Service Locations and Service Times and Attachment 9. In addition, services shall include: compounding and mixing of oncology drugs at sites determined by the Department; preparation, compounding, and mixing of lethal injection drugs for execution at Florida State Prison at Starke, Florida pursuant to Departments’ statutory mandate under Chapter 922, Florida Statue; providing all on-site inpatient and outpatient hospital pharmacy services for the licensed hospital at the Reception and Medical Center at Lake Butler, Florida; and all specialty clinics at institutions throughout the state as determined by the Department; providing all medication, including stock drugs and controlled substances, in unit dosage packages for dispensing and accountability; special pharmaceutical registration for restricted distribution drugs; providing on-call after hours pharmacist consultation and on-site pharmacy technicians at all facilities; and consultant pharmacy services for all Department permitted pharmacy facilities. The Department is committed to ensuring the availability to all inmates of timely and appropriate provision of pharmaceuticals services.

3.2 Rules and Regulations

- 3.2.1** The Contractor shall provide all pharmaceutical prescription filling services in accordance with all applicable Department rules and procedures including the Department’s Health Services’ Bulletins/Technical Instructions (HSB’s/TT’s) and memoranda, and all state and federal laws, rules and regulations, applicable to the delivery of pharmacy services in a correctional setting, including but not limited to the requirements of Chapters 456, 465, 499, and 893, Florida Statutes and Rules 64B16-26, 64B16-27, 64B16-28, 64B16-30, 64F-12, and 64F-13, Florida Administrative Code.
- 3.2.2** The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TT's), and Health Service Bulletins (HSB's).
- 3.2.3** The Contractor shall be aware of and shall abide by Sections 499.003, 499.012, and 499.0121, Florida Statutes and any administrative rules adopted pursuant to these statutory sections.
- 3.2.4** In addition, the Contractor shall meet all state and federal constitutional requirements as applicable to service delivery. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this RFP and any resulting Contract. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such requirements.
- 3.2.5** The Contractor shall ensure all Contractors’ staff providing services under this RFP complies with prevailing ethical and professional standards and the rules, procedures, and regulations mentioned above.

- 3.2.6 Should any of the above laws, standards, rules or regulations, Department procedures, HSB's/TT's or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence
- 3.2.7 The Contractor shall comply with all applicable continuing requirements as determined by the Department's Deputy Director of Health Services-Administration for reports to and from the Department and/or the Correctional Medical Authority (CMA).
- 3.2.8 The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. §1320d-8) and all applicable regulations promulgated thereunder. Such compliance shall be required as outlined in **ATTACHMENT 8** – Business Associate Agreement for HIPAA which is incorporated herein as if fully stated.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

- 3.2.9 Prior to the execution of any subcontractor agreements for the performance of any of its functions under this Contract, the Contractor shall ensure all subcontractor agreements are approved by the Department's Contract Manager or designee and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the Contract resulting from this RFP.
- 3.2.10 The Contractor agrees to modify its service delivery, including addition or expansion of pharmacy services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order involving the Department, or change in the Department's mission.
- 3.2.11 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order, or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.3 Permits, Licenses, and Insurance Documentation

- 3.3.1 The Contractor shall have and at all times material to the resultant contract maintain current copies of all required pharmacy-related state and federal licenses, permits, and registrations. The Contractor shall maintain copies of the foregoing documents which include, but are not limited to, current copies of the following:
 - 3.3.1.1 State of Florida, Department of Health, Board of Pharmacy Permit (for Contractor's establishment); otherwise, if the Contractor will be providing services from a nonresident pharmacy, an equivalent license, permit, or registration from the state of operation and a Special-Non Resident (mail service) permit as defined in Rule 64B16-28.840, Florida Administrative Code;
 - 3.3.1.2 State of Florida Pharmacist's License for Pharmacist and/or Pharmacy Manager (as designated by the Florida Board of Pharmacy); otherwise, if the Contractor operates a nonresident pharmacy, appropriate pharmacist licensure or registration must be provided as stated in Rule 64B16-28.840, Florida Administrative Code;
 - 3.3.1.3 United States, Department of Justice, Drug Enforcement Administration registration; and
 - 3.3.1.4 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.19.

The above-referenced licenses, permits, registrations, and insurance coverage must be issued and in effect at the time of the proposal submission. Copies shall be submitted with the proposal per Section 5.3 of this RFP document.

The Contractor shall ensure all such licenses, permits, registrations, and insurance coverage remain current and in-good-standing throughout the term of the contract. Any additions/deletions/revisions/renewals to the above documents made during the Contract period shall be submitted to the Contract Manager and the Department's Director of Pharmacy Services within fifteen (15) days of said addition/deletion/revision/renewal.

3.4 Communications

- 3.4.1** Contract communications will be in three (3) forms: routine, informal, and formal. For the purposes of the Contract, the following definitions shall apply:
- 3.4.1.1** Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt
 - 3.4.1.2** Informal: Special written communications deemed necessary based upon either Contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.
 - 3.4.1.3** Formal: The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or Contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.
- 3.4.2** The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.
- 3.4.3** A date/numbering system shall be utilized for tracking of formal communication.
- 3.4.4** The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Director of Health Services-Administration, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
- 3.4.5** In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.
- 3.4.6** In addition to the Contract communications noted in Section 3.4, if there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all

information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.5 Service Locations and Service Times

- 3.5.1** Institutions/Facilities Locations: The institutions/facilities and their addresses to be included under the Contract are indicated on ATTACHMENT 9.
- 3.5.2** Add/Delete Institutions/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon thirty (30) days' written notice. Any changes in pricing or the number of facilities requiring services shall be made in accordance with Section 7.6, Contract Modifications, of this RFP.
- 3.5.3** Service Times: The Contractor shall ensure provision of pharmacy services as required within the Scope of Service twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year. Contractor must have fax capability and phone lines to receive orders during these time-frames.

3.6 Service Start Dates

The Contractor will assume one hundred percent (100%) responsibility for the delivery of pharmaceutical prescription filling services at each designated facility not later than 12:01 a.m. on July 1, 2009.

3.7 Administrative Requirements, Space, Equipment & Commodities

- 3.7.1** The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines, preparation of documents, etc.) except as indicated in this RFP.
- 3.7.2** **Equipment:** Any pharmacy equipment the Contractor deems necessary to the provision of services under the terms of the Contract will be the responsibility and shall be provided at the expense of the Contractor. The Contractor shall have a sufficient number of fax machines for receiving prescription orders.
- 3.7.3** The Department has both fax machines and medication carts available for use by the Contractor at each service facility; however, the Contractor has the affirmative responsibility to ensure that sufficient equipment is present in each facility to assure service delivery in complete compliance with the Contract. Contractor shall purchase additional equipment necessary for service delivery. Any maintenance, repair, or replacement cost related to the Contractor's use of Department-owned equipment shall be the responsibility of the Contractor. All equipment owned by the Department at the inception of any Contract awarded pursuant to this RFP shall remain the property of the Department at the end of the Contract. Additional equipment purchased by the Contractor for use under the Contract shall remain the property of the Contractor. Equipment purchased by Contractor for the purposes of replacing Department-owned equipment damaged or rendered non-useable due to use by the Contractor, shall not, however, be considered "additional equipment".

3.8 Contractor Policy and Procedure Manuals

- 3.8.1** No later than thirty (30) days prior to the start of services, the Contractor shall provide a policy and procedure manual to each pharmacy at each of the Department's service locations, and to the Contract Manager, and the Department's Director of Pharmacy Services that shall include, but not be limited to, the following:

- 3.8.1.1 ordering procedures;
- 3.8.1.2 process to be used to deliver medications from the time-of-order to time-of-receipt, including identification of the courier involved;
- 3.8.1.3 return-of-goods procedures, including who to call, how credits will be issued, and how medication is to be returned;
- 3.8.1.4 how invoices will be prepared;
- 3.8.1.5 how credit memos will be prepared;
- 3.8.1.6 description of the process to resolve operational problems and issues between the Contractor and the Department, including, for each service location, the name of a contact person, address, phone, beeper, and facsimile numbers; and
- 3.8.1.7 Continuous Quality Improvement (CQI) policy that includes a Problem Resolution Form, fax number and contact person for reporting errors, how a facility will be notified of error resolutions, and how a monthly report of errors will be provided for each facility.

3.8.2 The Contractor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed policies, procedures, or other updates shall be made to all policy and procedure manuals by the Contractor. To assist the Contractor in keeping all manuals current, copies of any changes or updates, along with a cover sheet indicating the current date of the revision, may be provided to each service location by the Contractor for staff to insert. However, the Contractor is ultimately responsible for ensuring that the manual at each site is current and up-to-date. In January of each calendar year, the Contractor shall provide new manuals to all the Department's pharmacies and service locations, the Contract Manager, and the Department's Director of Pharmacy Services.

3.9 Contractor Service Tasks

3.9.1 Prescription Filling – Clinical

- 3.9.1.1 The Contractor shall fill prescription orders written by the Department's designated facility healthcare staff who shall submit orders to the Contractor. New prescription orders and refills shall be dispensed as a generic named drug product excluding substitution on prescriptions written for any brand name equivalent of a generic named drug product listed on the negative formulary, FAC 64B16-27.500. All prescription orders are to be profiled and tracked for duplications. Duplicated orders are only to be sent when the inmate's on-hand quantity is within 5 days of depletion.
- 3.9.1.2 Prescription orders shall be filled only for medications in compliance with the Department's drug formulary or pursuant to an approved Drug Exception Request (DER) (See Section 1.18)
- 3.9.1.3 All medications will be filled in therapeutic dosage ranges as determined by the most current editions of Drug Facts and Comparisons or Physicians' Desk Reference, the patient package insert, or pursuant to an approved DER.
- 3.9.1.4 No medications shall be provided in half-tablets unless approved in advance and in writing by the Department's Director of Pharmacy Services.

- 3.9.1.5 The Contractor shall profile all prescriptions for controlled substances issued from stock. For non-formulary drugs and Class II controlled substances, the Contractor shall only fill inmate/patient-specific controlled substances prescriptions.
- 3.9.1.6 The Contractor shall place, at a minimum, the following information on each prescription label:
1. inmate/patient name and DC number;
 2. date the prescription is filled;
 3. pharmacy name and address;
 4. prescription number;
 5. medication name, strength, and amount dispensed;
 6. directions for use, particularly addressing if tablets are halved;
 7. prescribing practitioner's name;
 8. dispensing pharmacist's name or initials;
 9. Rx Stop Date (See Section 1.25)
 10. Discard After Date/Expiration Date of the product dispensed;
 11. next refill date, as required;
 12. cautionary or accessory labels, as required;
 13. if the order is to be issued by Direct Observed Therapy (DOT) (See Section 1.18) then "DOT" is to be placed on the label; and
 14. prescription cost (may be included in a barcode format as long as it is can be audited by the Department for credits issued).
 15. Labels must have an adhesive label that can be peeled from the original prescriptions label and used for easy refill ordering and/or returns for credit.
- 3.9.1.7 The Contractor shall provide, to each inmate, medication education materials for each medication order. The education materials will, at a minimum, describe major side effects associated with the medication. The education materials must be pre-approved by the Department. The Contractor shall provide medication education materials for each KOP medication order. The education materials must be attached to each filled prescription order.
- 3.9.1.8 The Contractor shall provide a signature strip or an alphabetical list of inmate/patient names with prescription numbers and signature lines for each Keep-On-Person (KOP) prescription issued.
- 3.9.1.9 The Contractor shall utilize thirty (30) day pharmacy punch cards with blisters for all prescriptions filled for inmates housed in the service locations. Blister packaging must meet or exceed all standards set forth by the United States Pharmacopeia (USP).
- 3.9.1.10 The Contractor shall provide, in proper **child resistant** containers, End of Sentence (EOS) medications, Immigration and Naturalization Services (INS) medications, Outside Court medications, and Work Release Center medications.
- 3.9.1.11 The Contractor will provide emergency prescriptions including intravenous medications through subcontracting agreements with local pharmacies in close proximity to each service location. (See Subsection 7.23 for subcontractor requirements).
- 3.9.1.12 Verbal approval can be obtained for non-formulary medications. The verbal approval should be noted on the DER (DC4-648) and sent to the dispensing pharmacy. The dispensing pharmacy may fill prescriptions for non-formulary medications using a verbally approved DER. The signed approved DER will follow to complete the process.

- 3.9.1.13 The Contractor shall provide both inpatient and outpatient services at the Department's licensed hospital at the Reception and Medical Center. Inpatient pharmacy services shall include, but not be limited to, medication cart exchange, oncology medications; preparation of intravenous drugs; dialysis and radiology pharmaceutical support; Total Parental Nutrition; on-site weekend/holiday services; after hour on-call pharmacist who must be able to return to site as necessary and compliance with all inspections or reviews.

3.9.2 Prescription Filling – Administrative

- 3.9.2.1 The Contractor shall provide an on-call pharmacist for coverage twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, inclusive of service provision at no additional cost. Each on-call pharmacist will provide to each service location his/her cell phone number and one or both of the following alternate contact number(s): home phone number or beeper number.
- 3.9.2.2 The Contractor shall have a sufficient number of working devices (such as facsimile machines and phones lines) so as to be able to receive prescription orders and medication refill requests in a timely manner.
- 3.9.2.3 The Contractor shall have sufficient staff and phone lines available during routine working hours, defined as 8:00 a.m. to 5:00 p.m., for timely problem resolution with institutional staff.
- 3.9.2.4 The Contractor, at the Contractor's cost, shall provide backup local pharmacy services by contracting with a local community pharmacy in close proximity to each institution.
- 3.9.2.5 The Contractor shall allow the Department's representatives to inspect the Contractor's prescription filling site at any time during normal working hours (8:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday).
- 3.9.2.6 The Contractor shall meet all of the time frames in filling all prescriptions and other orders, excluding holidays and weekends. Time frames are defined as the period of time from day-of-order to day-of-receipt by the Department's facilities.
- 3.9.2.6.1 **Formulary prescriptions** submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time on the first (1st) working day following receipt of order.
- 3.9.2.6.2 **Non-formulary** (after the non-formulary Drug Exception Request (DER) is approved) or **special order** medications submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time on the second (2nd) working day following receipt of order and approved DER.
- 3.9.2.6.3 **Refill requests** submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time by the third (3rd) working day following receipt of the refill request.
- 3.9.2.7 The Contractor shall include, with each medication shipment to each facility, a daily delivery sheet listing the following items for each prescription contained in the shipment:
1. inmate/patient name and DC number;
 2. National Drug Code (NDC) number;
 3. medication name, strength, and amount dispensed;
 4. prescription cost; and
 5. total cost for all of the prescriptions in the shipment.

- 3.9.2.8 The Contractor shall maintain and deliver Medication Administration Records (MAR's), in accordance with Section 3.12, Reporting Requirements, for each inmate receiving Direct Observed Therapy (DOT) prescription orders.
- 3.9.2.9 The Contractor shall provide both inpatient and outpatient services at the Department's licensed hospital at the Reception and Medical Center, to include on-site weekend/holiday services; after hour on-call pharmacist who must be able to return to site as necessary and be in compliance with all inspections or reviews.
- 3.9.2.10 The Contractor shall provide on-site pharmacy technicians statewide to perform all pharmacy support services to include, but not limited to, sending/receiving pharmacy orders, reconciliation of invoices, checking for expired medication, ordering stock medication, issuing Keep on Person (KOP) filled prescriptions at the pill pickup window, insuring medication are transported during any and all inmate movements to include End of Sentence (EOS) and/or Out to Court status.

3.9.3 Prescription Filling – Software System Requirement

- 3.9.3.1 The Contractor shall provide a pharmacy software system for tracking all medications. Upon request of the Contract Manager, the Contractor shall provide documentation verifying its pharmacy software program has a current version of a drug therapy monitoring program to monitor drug-drug, drug-food and drug-allergy interactions, duplicate therapies, and minimum and maximum dosage ranges.
- 3.9.3.2 The Contractor shall utilize the pharmacy software system to flag non-formulary medications, inmates on more than three (3) psycho-active medications, medications being prescribed for a condition other than for what the medication is indicated, and controlled substance medications being used for more than fourteen (14) days. Additional medication flagging may be requested by the Contract Manager.
- 3.9.3.3 The Contractor shall maintain, in the pharmacy software system, all known inmate/patient allergies.

3.9.4 Prescription Filling – Contractor's Cost

- 3.9.4.1 The Contractor shall be responsible for all costs for delivery and return of medication.
- 3.9.4.2 The Contractor shall initially pay their subcontracted local pharmacy for any and all prescriptions filled by the subcontractor and then invoice the Department for the actual cost of the prescription filled with no additional prescription fee. The Contractor must include the local pharmacy's invoice for verification of the Contractor's invoice cost. All local prescription filling services shall be accomplished via subcontracts and all subcontracts must be in place before the Contractor provides services (See Section 7.23, Subcontracts).
- 3.9.4.3 The Contractor shall issue credits to the Department for medication costs (as defined in Section 1.23) to the Department for full or partial blister cards that are in original packaging, have not been issued to the inmate/patient population, and are permitted to be returned under federal and state laws or rules. Credits issued will not include the associated prescription filling fees (as defined in Section 1.24) paid by the Department for the original order; credits will be for medication costs only.

3.9.5 Prescription Filling – Quality Control & Improvement

- 3.9.5.1 The Contractor shall have a system in place to minimize medication shipment errors and to promptly address and correct any shipment errors.
- 3.9.5.2 The Contractor shall have in place and be able to demonstrate a Continuous Quality Improvement (CQI) program. If the program is found to be deficient or does not provide the Department with a satisfactory level of assurance that the Contractor understands industry-standard quality improvement processes, the Contractor agrees to modify its CQI program. The Department will notify the Contractor in writing of all deficient areas.
- 3.9.5.3 The Contractor shall participate in the Department's statewide Pharmacy Services Meetings.

3.10 Pharmacy Audits, Investigations and Legal Actions

- 3.10.1 The Contractor shall notify the Contract Manager by facsimile or other writing within twenty-four (24) hours (or next business day, if the deadline falls on a weekend or holiday) of its receipt of notice of any audit, investigation, or intent to impose disciplinary action by any State or Federal regulatory or administrative body, or other legal actions or lawsuits filed against the Contractor that relates in any way to pharmacy or pharmaceutical service delivery. In addition, the Contractor shall provide copies of the below-indicated reports or documents within seven (7) working days of the Contractor's receipt of such reports or documents:
 - audit reports for any reportable condition, complaints filed and/or notices of investigation from any State or Federal regulatory or administrative body;
 - warning letters or inspection reports issued, including reports of "no findings," by any State or Federal regulatory or administrative body;
 - all disciplinary actions imposed by any State or Federal regulatory or administrative body for the Contractor or any of the Contractor's employees; and
 - notices of legal actions and copies of claims.
- 3.10.2 Additionally, as per Section 7.12.2, Audit Records, the Contractor shall ensure an annual financial and compliance audit is conducted by a Certified Public Accountant (CPA). The CPA shall submit a complete financial reporting package including reports, management letters, or other information to the Department of Corrections in accordance with Chapter 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable. In correspondence accompanying the reporting package, the date the reporting package was delivered to the Contractor shall be indicated. Copies of financial reporting packages shall be submitted by or on behalf of the Contractor within thirty (30) days of issuance directly to each of the following:

Brenda Philpot, Director of Pharmacy Services
Florida Department of Corrections
Lowell Correctional Institution
11120 N.W. Gainesville Road
Ocala, Florida 34482-1479
Telephone: (352) 401-5385
Fax: (352) 401-5383
Email: philpot.brenda@mail.dc.state.fl.us

Robert E. Staney
Contract Administrator
Bureau of Procurement & Supply
Florida Department of Corrections

2601 Blair Stone Road
Tallahassee, FL 32399-2500

Office of the Inspector General
Internal Audit Section
2601 Blair Stone Road
Tallahassee, FL 32399-2500

State of Florida, Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Upon request, the Contractor agrees to make any and all additional information and records, relevant to the Contract, available to the Department, the Auditor General, or any other State of Florida entity.

3.11 Contractor Staffing Requirements

3.11.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that Contractor's staff providing services is appropriately trained, qualified, and licensed. The Contractor's staff shall provide professional pharmacy services as outlined herein twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year.

Additionally, the Contractor's staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

3.11.2 Contractor Key Administrative Staff Positions and Responsibilities

The Contractor shall provide the following minimum key administrative staff positions in support of this contract:

- 1. Chief Executive Officer (or equivalent title)** – The Chief Executive Officer (CEO) is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of two (2) years' experience as a CEO of a corporation regularly engaged in a pharmaceutical-related business.
- 2. Administrative Project Manager (or equivalent title)** – The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two (2) year's experience within the last five (5) years at the management level providing direct administrative oversight of pharmacy-related services.
- 3. Pharmacy Manager (or equivalent title)** – The Pharmacy Manager is the individual responsible for oversight of all pharmaceutical prescription filling and for coordination of services with the Department. The person occupying this position must hold a current "in good standing" license to practice pharmacy in the State of Florida; otherwise, if the individual is an out-of-state licensed pharmacist, he/she must hold appropriate pharmacist licensure or registration as stated in Rule 64B16-28.840, Florida Administrative Code and must have credentials that meet or exceed the requirements of Florida Law.

NOTE: The Administrative Project Manager and the Pharmacy Manager MAY be the same individual.

3.11.3 Background/Criminal Record Checks

The Contractor's staff, and any other person performing services pursuant thereto, assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff or other person from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification, prevention, or removal. In order to carry out this records check, the Contractor shall provide the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Contractor shall not consider new employees to be on permanent status or subcontractors acceptable for service delivery until a favorable report is received by the Department.

The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not employ any individual or assign any individual to work under the Contract who has not had an NCIC/FCIC background check conducted.

The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any inmate in the custody of the Department and sentenced to sites included under this Contract.

No person who is employed or has previously been employed by the Department may be assigned to provide services pursuant to this Contract without the prior written approval of the Department's Contract Manager.

No person who has been barred from any Department institution or other facility shall provide services under this Contract.

Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract.

Note: A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever one of their employees has a criminal charge filed against them, or is arrested, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor or felony, or ordinance except minor violations for which the fine or bond forfeiture is \$200 or less, or has knowledge of any violation of the law, rules, directives or procedures of the Department.

3.12 Reporting Requirements

3.12.1 Monthly Reporting

The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, the monthly reports outlined below. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Final report format to be approved by the Contract Manager:

3.12.1.1 Monthly Medication Report: The Contractor shall provide a Monthly Medication Report, with a summary report statewide and broken down by institution and by DC Region, that includes, but is not limited to, the following data:

1. top 200 medications issued;
2. total number of mental health prescriptions issued, total cost of mental health medications, and number of inmates receiving mental health medications;
3. total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications;
4. total number of HIV/AIDS prescriptions issued, total cost of HIV/AIDS medications issued and number of inmates receiving HIV/AIDS medications;
5. total number of Hepatitis and Tuberculosis prescriptions issued, total cost of the Hepatitis and Tuberculosis medications and number of inmates receiving Hepatitis and Tuberculosis medications;
6. total number of prescriptions issued, total cost of all medications issued, and total number of inmates receiving medications; and
7. number of medication errors and a summary report of those errors.

3.12.1.2 Monthly Non-Formulary Medication Report: The Contractor shall provide a Monthly Non-Formulary Medication Report that includes, but is not limited to, the following data for each prescription filled:

1. name of inmate for whom prescription was filled;
2. name of non-formulary medication issued;
3. prescribing practitioner; and
4. cost of non-formulary medication issued.

3.12.1.3 Monthly Comparison Report: The Contractor shall provide a separate Monthly Comparison Report indicating the percentage of non-formulary prescriptions issued compared to the total number of prescriptions issued.

3.12.1.4 Monthly Prescribing Practices Report: The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a Monthly Prescribing Practices Report that demonstrates prescribing practices by practitioners and includes, but is not limited to, the following data:

1. non-formulary drugs prescribed; and
2. controlled substances prescribed.

3.12.2 Other Reporting

3.12.2.1 Medication Administration Record (MAR): The Contractor shall provide to each service location, on a monthly basis, no later than three (3) days prior to the first (1st)

day of each month, utilizing a format approved by the Department, Medication Administration Records for each inmate receiving Direct Observed Therapy (DOT) prescriptions at the respective institution. The Contractor shall make changes to the record format as requested by the Department.

- 3.12.2.2 Quarterly Cost Report: The Contractor shall provide to the Contract Manager and the Deputy Director of Health Services-Administration, on a quarterly basis, no less than fifteen days after the end of each calendar quarter, a report of its operating costs. This cost report shall be submitted in a format approved by the Contract Manager. The Contractor shall make changes to the report format as required by the Department.
- 3.12.2.3 Ad Hoc Reports: Upon request from the Department, the Contractor shall provide other reports on medications issued, drug utilization, or any other requested information. All reports will be in an Excel format. These reports will be provided to the Contract Manager, the Director of Health Services-Administration, and the Director of Pharmacy Services.
- 3.12.2.4 **Inmate Profiles:** The Contractor shall provide a method to interface and submit data in a format required by the Department for uploading to the Offender Based Information System or other system as determined by the Department.

The Department reserves the right to require additional reports or information pertaining to Contract compliance or that may be required to respond to grievances, inquiries, complaints, and other questions raised by inmates or other parties. The Contractor shall submit the report or information within seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor will make every effort to answer the request as soon as possible so the Department can respond in a timely manner to the authority or party making the request.

3.13 Contractor Performance

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for its performance in successfully delivering pharmacy services under a resultant contract. Therefore, the Department has developed the following Performance Outcomes, Measures, and Standards and Other Contract Requirements categories which shall be used to determine Contractor's level of compliance with contract terms and conditions.

By execution of this Contract, the Contractor hereby acknowledges and agrees its performance under the Contract shall meet the standards set forth below.

A description of each of the Performance Measure categories is provided below:

3.13.1 Performance Outcomes, Measures, and Standards

Listed below are the key Performance Outcomes, Measures, and Standards, deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcome and standard (level of achievement) are met. **Performance shall be measured at each location, on a quarterly basis, by conducting random sampling on a minimum of 10% of all prescription orders/refill requests.**

The following Performance Outcomes, Measures, and Standards shall be measured based on monitoring methodologies adopted by the Office of Health Services in compliance with Section 3.14 Monitoring Methodology.

3.13.1.1 Receipt of Formulary Prescription Orders

Outcome: All **formulary prescription** orders submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time on the first (1st) working day following receipt of order.

Measure: Date and time of order as compared to date, time, and location of receipt.

Standard: Achievement of outcome must be ninety-five percent (95%) or better on a quarterly basis at each service location.

3.13.1.2 Receipt of Non-formulary Prescription Orders

Outcome: All **non-formulary prescription** orders submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time on the second (2nd) working day following receipt of order.

Measure: Date and time of order as compared to date, time, and location of receipt.

Standard: Achievement of outcome must be ninety-five percent (95%) or better on a quarterly basis at each service location.

3.13.1.3 Receipt of Refill Requests

Outcome: All **refill requests** submitted by 2:00 PM Eastern Standard Time shall be received by the ordering facility by 4:30 PM Eastern Standard Time by the third (3rd) working day following receipt of the refill request.

Measure: Date and time of order as compared to date, time, and location of receipt.

Standard: Achievement of outcome must be ninety-five percent (95%) or better on a quarterly basis at each service location.

3.13.1.4 Drug Exception Request (DER) Compliance

Outcome: Prescription orders shall be filled only for medications in compliance with the Department's drug formulary or pursuant to an approved Drug Exception Request (DER).

Measure: Review of prescriptions to determine if they have been filled only for medications on the Department's drug formulary or pursuant to an approved Drug Exception Request (DER) found in the inmate's medical record.

Standard: Achievement of outcome must be one hundred percent (100%) on a quarterly basis at each service location.

3.13.1.5 Timely Submission of Corrective Action Plans

Outcome: All Corrective Action Plans shall be timely submitted.

Measure: Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.

Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.13.1.6 Timely Correction of Deficiencies per Timeframes Established in the Corrective Action Plan

Outcome: All deficiencies addressed in a Corrective Action Plan shall be timely corrected.

Measure: Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.

Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

Any failure by the Contractor to achieve the required level of any Performance Outcomes, Measures, and Standards identified above shall result in assessment of liquidated damages as stated in Section 3.15.1.

3.13.2 Other Contract Requirements

Listed below are the Other Contract Requirements crucial to the success of the overall desired service delivery that will be monitored for contract compliance in accordance with Section 3.14.2, Monitoring Other Contract Requirements. Other contract requirements include, but are not limited to, the following:

1. correct and timely filling and delivery of pharmaceutical prescriptions in keeping with all applicable state and federal laws, administrative rules and regulations, and DC policies and procedures;
2. correct and timely report submission;
3. compliance with Contract terms and conditions not otherwise listed in Section 3.13.1; and

3.14 Monitoring Methodologies

3.14.1 Monitoring Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery statewide on a quarterly basis to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section 3.13.1. Performance shall be assessed as specified beginning no sooner than the third (3rd) month after services have been implemented at each service location.

If the Department determines the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal Contract communication in accordance with Section 3.4, Communications.

Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.13.1, Performance Outcomes and Standards; however, this shall **not** negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.15.1, Liquidated Damages For Failure to meet Performance Outcomes and Standards.

3.14.2 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.13.2, shall be conducted statewide, as determined necessary, but no less than quarterly, beginning no sooner than the ninety-first (91st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services in accordance with the requirements in the resultant contract. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the contract monitoring process is conducted in the most efficient manner, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-

Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of the Contract resulting from this RFP and forward the original to the Contract Manager.

The Department's Contract Manager or designee will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAP's that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section 3.15, Liquidated Damages (General). The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.15.2, Liquidated Damages For Other Contract Requirements.

3.14.3 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.15 Liquidated Damages

By executing a Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department of Corrections, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit, for the amount of the liquidated damages due, on the next monthly invoice following imposition of damages; documentation of the amount of damages imposed shall be included with the invoice.

3.15.1 Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section 3.13.1, Performance Outcomes and Standards. If the Contractor fails to meet any Performance Outcome and Standard, the Department will impose Liquidated Damages in the amount of ten thousand dollars (\$10,000.00) per standard, per month, per institutional site.

For failure to comply with any of the Critical Standards listed in Section 3.13.1 (with the exception of Section 3.15.1.11), liquidated damages in the amount of twenty thousand dollars (\$20,000) per month, or any part thereof, per month per institution at which the Critical Standard was not met.

For failure to comply with any of the Standards listed in Sections Section 3.13.1.5 and Section 3.13.1.6, liquidated damages in the amount of ten thousand dollars (\$10,000) per standard failed during the monitoring period per institution.

In the event any institution fails to maintain ACA accreditation (Section 3.15.1.11) due to the non-compliance of the healthcare delivery system, liquidated damages in the amount of one hundred thousand dollars (\$100,000.00) will be assessed against the Contractor per institution where accreditation is lost. Full compliance with ACA Standards and re-obtainment of accreditation must be reestablished as soon as possible, but in no less than sixty (60) days. Liquidated damages shall be assessed per incident of loss of accreditation.

For failure to submit a Corrective Action Plan (CAP) responding to each specified written deficiency noted in a monitoring report within the time frames specified in Section 3.16.2, liquidated damages in the amount of one thousand dollars (\$1,000) per day for each day the CAP is untimely submitted will be imposed.

For failure to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000) per day per institutional site where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

For failure by Contractor to fill a staff position provided under this Contract within thirty (30) days of vacancy, liquidated damages shall be imposed as follows: Five Thousand dollars (\$5,000) for any position not filled within the required time frame. An additional two thousand five hundred dollars (\$2,500) shall be imposed for every thirty-day period or part thereof, that the position remains unfilled.

Two (2) or more failures to meet either Critical Standards or other Standards in consecutive months will result in liquidated damages being doubled. The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.

3.15.2 Liquidated Damages For Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.13.2, Other Contract Requirements, liquidated damages will be imposed, per institutional site, as follows:

3.15.2.1 Correct and timely filling and delivery of pharmaceutical prescriptions in keeping with all applicable state and federal laws, administrative rules and regulations, and DC policies and procedures:

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of two thousand five hundred dollars (\$2,500.00), per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.15.2.2 Non-Critical Standards

For failure to comply with any of the Standards listed in Section 3.15.1, liquidated damages in the amount of five thousand dollars (\$5,000) per standard failed during the monitoring period shall be imposed.

3.15.3 Correct and timely report submission:

In the event the Contractor's fails to submit reports in strict accordance with the time frames specified in Section 3.12, Reporting Requirements and the Contractor fails to correct these deficiencies, as noted in the Department's monitoring report, within the time frames indicated in the CAP, liquidated damages shall be imposed in the amount of one thousand dollars (\$1,000.00), per day, per report, for each day a report is overdue, until such time as all noted deficiencies are corrected.

3.15.4 Compliance with Contract terms and conditions not otherwise listed in Section:

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00), per day, per deficiency where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

3.16 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

1. Pharmaceutical services pursuant to Department orders; and
2. Reports as set forth in Section 3.12.

3.17 Value-Added Services

Value-added services include any services, including enhancements to technology system functionality, additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that is either not required to be provided in the this RFP or clearly exceed the minimum requirements of required service delivery as set forth in the this RFP and/or that may be unknown to the Department at this time.

Any value-added services to be provided shall be fully described and included in Proposer's Project Proposal in accordance with Section 5.3 of this RFP.

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Section 4 – Procurement Rules and Information

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Gail Hillhouse, Procurement Manager
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4037
Fax: (850) 922-8897
E-mail: hillhouse.gail@mail.dc.state.fl.us

Pursuant to Section 287.057(24), Florida Statutes, Proposers 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 agency decision, 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 proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Subsection 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Subsection 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	<u>DATE</u>	<u>TIME</u>	<u>ACTION</u>
4.2.1	September 9, 2008		Release of RFP to Public, Posted on VBS
4.2.2	October 10, 2008	5:00 p.m.	Last Day for Written Inquiries and Notice of Intent to Propose
4.2.3	November 10, 2008		Anticipated Date that Answers to Written Inquiries will be Posted on VBS
4.2.4	December 4, 2008	2:00 p.m.	Proposals Due/Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.5	December 8, 2008	10:00 a.m.	Anticipated Date of Evaluation Committee Training
4.2.6	December 16, 2008	2:00 p.m.	Anticipated Date of Cost Opening
4.2.7	February 3, 2008		Anticipated Posting of Agency Decision
4.2.8	July 1, 2009		Contract Start Date

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposer follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Subsection 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida 32399, and shall be submitted to the attention of the Procurement Manager at the address listed in Subsection 4.1. Proposals received late will not be considered and no modification by the Proposer of submitted proposals will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Subsection 4.2). The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Subsection 4.1.

4.3.3 Costs of Preparing Proposals

The Department is not liable for any costs incurred by a Proposer in preparing the proposal to this RFP. Furthermore the Department shall not be obligated to pay for information obtained from or through any Proposer prior to entering into a contract.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right. Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Right to Withdraw Request For Proposal

The Department reserves the right to withdraw this RFP at any time and by doing so assumes no liability to any Proposer.

4.3.6 Mandatory Responsiveness Requirements/Fatal Criteria

The Department shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.3.8 Site Visits and Proposers' Conference

4.3.8.1 Site Visits: Site visits will not be scheduled under this RFP.

4.3.8.2 Proposers' Conference: There will not be a Proposers' Conference scheduled under this RFP. See Section 4.3.9 for opportunities for inquiries.

4.3.9 Inquiries

4.3.9.1 Any questions from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Subsection 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Subsection 4.2). **E-mail inquiries are preferred, with the Proposer following up with a hard copy by mail or facsimile.** However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Proposers may request, in writing, to the Department that the requirements be changed. The Proposer who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written questions in the Calendar of Events (Subsection 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.3.9.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), 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.

4.3.9.4. A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at 850-488-2328. The form of the bond shall be a bond, cashier's check, or money order.

4.3.10 Letter of Intent to Propose

All Proposers planning to submit a proposal are encouraged to submit a letter stating this intent by the date and time specified in the Calendar of Events (Subsection 4.2). This letter may be e-mailed, mailed, faxed or hand delivered.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted response number (click on “Business”, then “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, and “Search Advertisements”). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.7, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

Any discussion by a Proposer with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Proposer's proposal.

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Subsection 4.1 of this RFP, shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

The Proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

4.3.15 State Business Entity Registration Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the State of Florida's Department of State.

4.3.16 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.3.17 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or response to a public entity for the construction or repair of a public building or public work, may not submit bids or responses for leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.18 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or response to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.19 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.3.20 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

4.3.21 Disclosure of Proposal Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. The Department shall have the

right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a proposal shall not affect this right.

4.4 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Subsection 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Subsection 4.3.11).

4.4.1 Any Proposer who desires to protest the Notice of Agency Decision must file the following documents with the Agency Clerk in the Department's Office of General Counsel and provide copies to the Procurement Manager listed in Subsection 4.1 of this RFP.

4.4.1.1 A written notice of intent to protest within seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period) after posting of the Notice of Agency Decision.

4.4.1.2 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.

4.4.1.3 A protest bond (see Subsection 4.4.3) within ten (10) calendar days after the date on which the notice of protest is filed.

4.4.2 Failure to file a protest within the time prescribed in Chapter 120.57(3), 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.

4.4.3 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the estimated total value of the proposed Contract. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at 850-488-2328. The form of the bond shall be a bond, cashier's check, or money order.

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SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

The Proposer shall supply one (1) original signed and five (5) copies of the Project Proposal in writing, on paper, not electronically, and clearly marked “RFP #08-DC-8013 – Project Proposal for Statewide Pharmaceutical Services.”

The Proposer shall supply a Price Proposal clearly marked “RFP #08-DC-8013 Price Proposal for Statewide Pharmaceutical Services.” The Price Table must be completed utilizing the spreadsheet identified as EXHIBIT D (found posted for download on the VBS with the other EXHIBITS listed in Section 2.8 of this RFP). The Price Table must be filled out completely and in accordance with instructions set forth in Section 5.10. of this RFP.

The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelops clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

This subsection prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposal. Additional information deemed appropriate by the Proposer may be included, but **must** be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5” x 11”). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal.** Note: Copies of rejected proposals will be retained in the RFP file.

- 5.1.1 It is **mandatory** that the Project Proposal is received by the Department by the date and time specified in Section 4.2, Calendar of Events.
- 5.1.2 It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Statements” (**ATTACHMENT 1**) and insert it under **Tab 1** of the Proposal.
- 5.1.3 It is **mandatory** that the Price Proposal is received by the Department by the date and time specified in Section 4.2., Calendar of Events. **The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal.**

- 5.1.4 It is **mandatory** that **Exhibit E – Required Additional Responses**, be completed, submitted and received by the Department by the date and time specified in Section 4.2, Calendar of Events. This Exhibit shall be included in the Price Proposal package.

Additionally, the Proposer shall complete, sign and return, under Tab 1, the Florida Department of Corrections, RFP Contractual Services’ cover sheet, which is the front cover of this RFP document.

5.2 Tab 2 Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer’s method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Service, of the RFP. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Proposer’s understanding of, and intent to comply with, the requirements set forth in the RFP, and will be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- 5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- 5.2.2 Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.22.
- 5.2.3 Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida’s, Secretary of State’s Office). In addition, the Proposer’s corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- 5.2.4 The Proposer’s federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its’ affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 5.2.6 A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- 5.2.7 The Proposer’s E-mail address or a statement certifying that an E-mail address will be available for the Contractor’s Representative by the start date of any contract resulting from this RFP.

- 5.2.8** The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.

The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3 Tab 3 Technical Proposal/Service Delivery Narrative

The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP. The Technical Proposal/Service Delivery Narrative shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The proposal shall fully describe the Proposer's methodology for meeting the Department's requirements for service delivery outlined in Section 2 and Section 3, and shall specifically address any value-added services as described in Section 3.17. The proposal shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of the services sought by the Department as set forth in the RFP. This narrative shall be inserted under **Tab 3** of the Proposal and shall include the following:

- 5.3.1** Provide a narrative description of Proposer's pharmacy and prescription filling services experience. Clearly identify number of years providing services and dates of service delivery. During all times material to this experience requirement, the proposer shall have been an appropriately licensed, permitted, or registered pharmacy and shall have had an appropriately licensed pharmacist on staff to supervise and oversee prescription filling services.

5.3.1.1 Provide a description of the type of population served, including but not limited to, an estimated total population served annually and the demographics of that population.

5.3.1.2 Provide a current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:

1. State of Florida, Department of Health, Board of Pharmacy Permit (for Contractor's establishment); otherwise, if the Contractor will be providing services from a nonresident pharmacy, an equivalent license, permit, or registration from the state of operation and a Special-Non Resident (mail service) permit as defined in Rule 64B16-28.840, Florida Administrative Code;
2. State of Florida Pharmacist License for Pharmacist and/or Pharmacy Manager (as designated by the Florida Board of Pharmacy); otherwise, if the Contractor operates a nonresident pharmacy, appropriate pharmacist licensure or registration must be provided as stated in Rule 64B16-28.840, Florida Administrative Code;
3. United States, Department of Justice, Drug Enforcement Administration registration; and
4. the face-sheet of the Contractor's current insurance policy coverage.

- 5.3.1.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely perform all services contemplated by this RFP. If voluminous, no more than 10-15 contracts related to the scope of service shall be listed.
- 5.3.1.4 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 5.3.1.5 Provide a list of all contracts proposer has provided services under that were terminated prior to original expiration date or for which proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated, proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
- 5.3.1.6 Provide a summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposing entity including work as a partner, joint venture or subcontractor (Proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- 5.3.1.7 Proposer shall provide a statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other government agency.

NOTE: The Department reserves the right to use all information provided in determining proposer qualifications and responsibility, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 Financial Documentation

The purpose of this subsection is to provide the Department with a basis for determining the proposer's financial strength, competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background, and experience as specified herein.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under **Tab 4**.

5.4.1 The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:

- 5.4.1.1 auditors' reports;
- 5.4.1.2 balance sheet;
- 5.4.1.3 statement of income;
- 5.4.1.4 statement of retained earnings;
- 5.4.1.5 statement of cash flows;

- 5.4.1.6 notes to financial statements; and
- 5.4.1.7 any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

- 5.4.2 If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this RFP, then the most recent unaudited financial statement (consisting of items 5.4.1.2 – 5.4.1.6 above) shall also be provided by the proposer in addition to the audited statement required in Section 5.4.1. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data in evaluating financial capability. Unaudited financial statements shall have been completed within the last six months prior to the release of the RFP and shall be certified as accurate by the signature of the proposer's CEO or CFO.
- 5.4.3 If relying on financial documentation of a parent corporation, the proposer shall provide an original signed letter of commitment from the parent corporation's executive who is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for proposer's performance of the contract
- 5.4.4 If the Proposer is a sole proprietor or non-corporate entity, the Proposer shall provide financial documentation that is sufficient for an independent CPA to evaluate financial capability including applicable bank and credit statements, income tax returns, and other documents.
- 5.4.5 Failure to provide any of the aforementioned financial information may result in proposal disqualification.

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFP. The proposer MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

5.5 **Tab 5 Project/Key Staff:**

The purpose of this subsection is to provide the Department with a basis for determining the proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope.

5.5.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (**including specific dates, names of employers, and educational institutions**). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

1. **Chief Executive Officer (or equivalent title)** - The Chief Executive Officer (CEO) is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of two (2) years' experience as a CEO of a corporation regularly engaged in a pharmaceutical-related business.
2. **Administrative Project Manager (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two (2) year's experience within the last five (5) years at the management level providing direct administrative oversight of pharmacy related services.
3. **Pharmacy Manager (or equivalent title)** – The Pharmacy Manager is the individual responsible for oversight of all pharmaceutical prescription filling and for coordination with the Department. The individual occupying this position must hold a current "in good standing" license to practice pharmacy in the State of Florida; otherwise, if the individual is an out-of-state licensed pharmacist, he/she must hold appropriate pharmacist licensure or registration as stated in Rule 64B16-28.840, Florida Administrative Code and must have credentials that meet or exceed the requirements of Florida Law.

NOTE: The Administrative Project Manager and the Pharmacy Manager MAY be the same individual.

5.5.2 Organizational Structure

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel.

5.5.3 Business/Corporate Experience References:

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as **ATTACHMENT 2** to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's **current** telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. **Employees of the Department may not be used and will not be accepted as corporate references.** The Department reserves the right to contact the above-provided references as well as reference sources not listed in the Contractor's proposal.

5.5.4 Key Contract Staff References:

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.5.1, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as **ATTACHMENT 3** of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by, or related in any way to, the person for whom the reference is being submitted. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.6 Tab 6 Contact for Contract Administration

The Proposer shall complete **ATTACHMENT 4** of this RFP and insert it under **Tab 6** of the Proposal.

5.7 Tab 7 Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign **ATTACHMENT 5** of this RFP (Certification of Drug Free Workplace Program), and insert it under **Tab 7** of the Proposal.

5.8 Tab 8 Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as **ATTACHMENT 6** of this RFP) under **Tab 8** of the proposal, if appropriate.

5.9 Tab 9 Minority Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 9** of the proposal.

5.10 Price Proposal Contents (SUBMITTED IN A SEPARATELY SEALED PACKAGE/ENVELOPE)

Each Proposer shall submit one (1) separately bound, sealed and signed price proposal and one (1) copy, plus three (3) compact disc (CD) containing the unit price(s) proposed using the Price Table (EXHIBIT D).

Price Proposals should be submitted with the most favorable terms the Proposer can offer. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

Each Proposer shall submit the completed Price Table (EXHIBIT D). By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

All Price Tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices bid.

All price table calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event award is based on a grand total calculation and a mathematical error is identified, Unit Prices submitted by the Proposer will prevail. Price Proposal points will be awarded based on certified Department-corrected price tables, if applicable. Department-corrected price tables will be made available upon written request.

5.10.1 Price Proposal Instructions

Tab 10 Price Table: This pricing method will be used by the Department for price point purposes. The proposer shall use this price table in order to record their price per unit and GRAND TOTAL PRICE FOR THE UNIT PRICE OF ALL PRODUCTS LISTED and as set forth below.

Proposals should be submitted with the lowest prices the Proposer can offer.

In the event a mathematical error is identified in the grand total, the Department will utilize corrected pricing to determine an accurate GRAND TOTAL PRICE. **Unit prices** submitted by the Proposer will prevail. If such corrections are necessary, the Department-corrected Price Table will be made available upon written request.

Pricing Table must be completed utilizing the Table identified as EXHIBIT D (found posted for download on the VBS with the other EXHIBITS listed in Section 2.7 of this RFP).

Three (3) copies of the Price Table must be submitted in electronic format, on compact disc (CD's). Also, one (1) original signed and one (1) copy of the completed table must be submitted on paper and inserted under Tab 10 of the Price Proposal.

The Proposer shall complete the Price Table by following the instructions below:

- 1) In Column E, Rows 2 through 2146: enter the Proposer's Medication Cost (WAC, AWP, AMP, or other) per unit (tablet/capsule) for each Named Medication listed.
- 2) In Column E, Row 2148, enter the total amount for all Medications.
- 3) In Column E, Row 2153, enter the cost/price per unit that will be added to cover administrative/prescription filling and dispensing fees. This cost/price shall be a single amount inclusive of all services as defined in this RFP for prescription filling.

NOTE: Proposer's Medication Cost must be based on an identified industry standard pricing (such as WAC, AWP, AMP, or other) that must be available on a website for Department staff to be able to verify electronically on a daily basis.

5.10.2 Tab 11 Additional Required Responses

Under **Tab 11** in the Price Proposal package each Proposer shall submit the information requested in EXHIBIT E.

EXHIBIT E (found posted for download on the VBS with the other EXHIBITS listed in Section 2.8 of this RFP).

Three (3) copies of the information required in Exhibit E must be submitted in electronic format, on compact disc (CD's). Also, one (1) original signed and one (1) copy of the information must be submitted on paper and inserted under Tab 11 of the Price Proposal.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Subsection 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.1, Review and Evaluation Process.

Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into eight separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)
- Phase 2 – Evaluation of Statement of Qualifications (Tab 2 and Technical Proposal/Service Delivery Narrative (Tab 3)
- Phase 3 - Review of Corporate/Business References and Other Submission Requirements
- Phase 4 – Review of Financial Documentation (Tab 4)
- Phase 5 – Review of Price Proposals (CD and Tab 10)
- Phase 6 – Review of Mandatory Responsiveness Requirements/Required Additional Response
- Phase 7 – Ranking of Proposals
- Phase 8 – Notice of Agency Decision

Phases 1, 2, 5, and 7, will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).

Phases 3 and 6 will be performed by the Proposal Evaluation Committee. A Proposal Evaluation Committee will be established to assist the Department in the evaluation of the proposals. Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will **not** be evaluated. The committee will evaluate the Statement of Qualifications (Categories 1-3) and the Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Committee will score the Statement of Qualifications and Technical Proposal/Service Delivery Narrative according to established criteria. The proposal evaluation committee will also review the information provided in and for Exhibit E, Required Additional Response.

Phase 4 will be completed by an Independent Certified Public Accountant.

Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Cost Proposal:

1. Mandatory Responsiveness Requirements/Fatal Criteria	0 points
2. Statement of Qualifications	
Category 1 – Proposer’s Business/Corporate Experience and Entity Details	100 points
Category 2 – Organizational Charts	5 points
Category 3 – Key Staffing	5 points
3. Technical Proposal/Service Delivery Narrative	50 points
4. Review of Financial Documentation	40 points
5. Price Proposal (Exhibit D, Price Table)	100 points
6. Mandatory Responsiveness Requirement/Required Additional Response	0 points
TOTAL POSSIBLE POINTS	300 points

6.1 Review and Evaluation Process

6.1.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Subsection 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed.** No points will be awarded for passing the mandatory responsiveness requirements.

6.1.2 Phase 2 – Evaluation of Statement of Qualifications (Tab 2) and Technical Proposal/Service Delivery Narrative (Tab 3)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Evaluation Committee to be evaluated as described in Phase 2. **All evaluation criteria to be utilized in evaluation of each category of the Statement of Qualifications (Tab 2) and Technical Proposal/Service Delivery Narrative (Tab 3) are listed in ATTACHMENT 7.**

6.1.2.1 Category 1 – Proposer’s Business/Corporate Experience and Entity Details

“Proposer’s Business/Corporate Experience” will be evaluated by the Evaluation Committee based on the information supplied by the Proposer as required in Section 5.3, 5.4, and Business Corporate References, Tab 5. The factors to be considered in evaluating the Proposer’s Business/Corporate Experience are listed in **ATTACHMENT 7**. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Experience that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest **actual** Business/Corporate Experience points received by any proposal
X = actual Business/Corporate Experience points received by Proposer
Z = awarded points

6.1.2.2. Category 2 – Organizational Charts

The Proposer’s **Organizational Chart** will be evaluated based on information submitted by the Proposer as required in Section 5.5.2. The factors to be considered in evaluating the Organizational Chart are listed in **ATTACHMENT 7**. A maximum of five (5) points will be given to the Proposer with the Business/Corporate Organizational Chart that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 5 = Z$$

Where: N = highest **actual** Organizational Chart points received by any proposal
X = actual Organizational Chart points received by the Proposer’s proposal
Z = awarded points

6.1.2.3. Category 3 – Key Staffing

The Proposer's **Key Staffing** will be evaluated based on the information supplied by the Proposer in response to Section 5.5.4. The factors to be considered in evaluating this category are listed in **ATTACHMENT 7**.

A maximum of five (5) points will be given to the Proposer with the Key Staffing section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 5 = Z$$

Where: N = highest **actual** Key Staff and Proposed Project Personnel points received by any Proposer

X = actual Key Staff and Proposed Project Personnel points received by the Proposer's proposal

Z = awarded points

6.1.2.4 Evaluation of Technical Proposal/Service Delivery Narrative

The **Technical Proposal/Service Delivery Narrative** will be evaluated based on the information supplied by the Proposer in response to Section 5.3. The factors to be considered in evaluating the Technical Proposal/Service Delivery Narrative are listed in **ATTACHMENT 7**.

A maximum of fifty (50) points will be given to the Proposer with the Technical Proposal/Service Delivery Narrative section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 50 = Z$$

Where: N = highest **actual** Technical Proposal/Service Delivery Narrative points received by any Proposer

X = actual Technical Proposal/Service Delivery Narrative points received by the Proposer's proposal

Z = awarded points

6.1.3 Phase 3 – Review of Corporate/Business References and Other Submission Requirements (Tabs 5, 6, 7, 8, and 9)

The BPS staff will review business/corporate references as provided by the Proposers, described in Section 5.5, and may contact references for additional information/verification of business experience. In addition, BPS staff will review other proposal submission requirements as determined necessary. The Department is not limited to verifying references submitted solely by the Proposers and may utilize other sources.

6.1.4 Phase 4 – Review of Financial Documentation (Tab 4):

The Proposer's Financial Documentation provided in Section 5.4 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. A maximum of 40 points may be given to each Proposer on pre-established evaluation criteria. The factors to be considered in evaluating the Financial Documentation are listed in **ATTACHMENT 7**.

6.1.5 Phase 5 – Review of Price Proposals [CD and Price Table (Exhibit D)] and Required Additional Responses (Exhibit E and CD)

Price Proposals will be publicly opened at the date and time specified in Subsection 4.2, Calendar of Events. Price Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements [Tab 10 and Tab 11] will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.** No points will be awarded for passing the mandatory responsiveness requirements.

Price Table (CD and Tab 10) The price proposals will be reviewed by BPS staff to determine price points. These price proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, the Department will utilize corrected pricing to determine an accurate GRAND TOTAL PRICE. **Unit prices** submitted by the Proposer will prevail. If such corrections are necessary, the Department-corrected Price Table will be made available upon written request.

A maximum of one hundred (100) points will be awarded for Category 4 - Price Proposals. The price proposal section will be broken down into two sections.

- 6.1.5.1** The Price Proposals utilizing the Price Table with the lowest GRAND TOTAL PRICE for Medication will be awarded ninety (90) points. All other price proposals will receive points according to the following formula:

$$\frac{(N)}{X} \times 90 = Z$$

Where: N = lowest verified GRAND TOTAL PRICE of Medication of all Price Proposals utilizing Price Table submitted
X = Proposer's proposed lowest price
Z = points awarded

- 6.1.5.2** The Price Proposal utilizing the Price Table with the lowest cost/price per unit for administrative, prescription filling and dispensing fee will be awarded ten (10) points. All other Price Proposals utilizing a Price Table will receive points according to the following formula:

$$\frac{(N)}{X} \times 10 = Z$$

Where: N = lowest verified price/cost per unit for administrative, prescription filling and dispensing fee of all Price Proposals utilizing Pricing Table submitted
X = Proposer's proposed lowest price
Z = points awarded

6.1.6 Phase 6 - Review of Mandatory Responsiveness Requirements/Required Additional Response

“Mandatory Responsiveness Requirements/Required Additional Response”, Exhibit E will be evaluated by the Evaluation Committee based on the information supplied by the Proposer.

6.1.7 Phase 7 –Ranking of Proposal

The points awarded for all categories under the Statement of Qualifications, Financial Documentation, Technical Proposal/Service Delivery Narrative, and Price Proposals (Price Table) will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.1.7.1 Identical Tie Proposals

In the event of identical proposal scores from this RFP, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority).

1. The proposal is from a Florida-domiciled entity, as determined by the Department of State; or
2. The proposal certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.

If none of the criteria listed above is applicable, the Department may determine the order of award by coin toss.

6.1.8 Phase 8 - Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP, the Proposer's response shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5)-year period. At its sole discretion, the Department may renew the Contract for one (1) additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than sixty (60) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than sixty (60) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this RFP become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

7.4 Payments and Invoices

7.4.1 Payment by the Department

The Department will pay the Contractor on a monthly basis for services rendered in accordance with the contract resulting from this RFP, unless otherwise stated.

7.4.2 MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

7.4.3 Invoice Submission

The Contractor agrees to request compensation by electronically submitting proper invoices with supporting documentation to the Health Services Administrator at each service location, on a monthly basis, within fifteen (15) days following the end of the month for which payment is being requested. The specific addresses for invoice submission will be identified in the Contract resulting from this RFP. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

Invoices will be reviewed and approved by the Health Services Administrator or designee and then forwarded electronically to the appropriate Financial Services' Office for processing of payment.

7.4.4 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. **Invoices will only be approved after receipt of the following supporting documentation for each prescription filled:**

1. name of ordering facility;
2. prescription number;
3. inmate name;

4. date order filled;
5. name of pharmaceutical;
6. National Drug Code (NDC) number;
7. number of doses filled; and
8. cost of medication.

7.4.5 Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

7.4.6 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, by the Department. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this ITB may be withheld until all applicable deliverables and invoices have been accepted and approved by the Contract Manager or designee.

7.5 Expenses

7.5.1 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

7.5.2 Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under the Contract resulting from this RFP.

7.6 Contract Modifications

Modifications to the provisions of the Contract resulting from this RFP, with the exception of Subsection 7.7 Contract Management, shall be valid only through execution of a formal Contract amendment, signed by both parties unless otherwise authorized by this RFP. If cost increases occur as a result of any modification of the contract, in no event may such increases result in the total compensation paid under the contract exceeding the amount appropriated for this project.

7.6.1 Department Required Scope Changes

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Director of Health Services, Administration shall determine based upon the changes made to the scope of services, what the resultant change in compensation should be.

7.7 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Contract.

7.7.1 Department's Contract Manager(s)

The Contract Manager(s) for this Contract will be:

Brenda Philpot, Director of Pharmacy Services
Florida Department of Corrections
Lowell Correctional Institution
11120 N.W. Gainesville Road
Ocala, Florida 34482-1479
Telephone: (352) 401-5385
Fax: (352) 401-5383
Email: philpot.brenda@mail.dc.state.fl.us

he Contract Manager will perform the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to Local Contract Coordinators:

1. verify receipt of deliverables from the Contractor;

2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

7.7.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
850/488-6671 (telephone)
850/921-6902 (facsimile number)
staney.bob@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.7.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section IV., Contract Management, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

7.8 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract resulting from this RFP.

7.9 Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

7.10 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.11 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

7.12 Records

7.12.1 Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

7.12.2 Audit Records

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.12.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this

Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.13 State Objectives

Within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 2601 Blair Stone Road, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this RFP.)

7.13.1 Diversity in Contracting: Florida is a state rich in its diversity and is dedicated to fostering continued development and economic growth of small and minority/women owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the State. The State maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the State are obligated to provide reasonable information from time to time related to the use of small and minority/women owned businesses.

To this end, it is vital that small and minority/women owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority/women owned businesses are strongly encouraged to participate.

The Contractor shall submit documentation describing the efforts being made to encourage the participation of small and minority/ women owned businesses.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

7.13.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.13.3 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The Contractor agrees that any articles, which are the subject of or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of

this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in its proposal.

7.13.4 Products Available from the Blind or Other Handicapped (RESPECT): State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles, that are the subject of or required to carry out this contract, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in its proposal.

7.14 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.15 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.16 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this RFP.

7.17 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

7.18 Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this RFP, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.19 Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this RFP. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this RFP. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.20 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs

arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.21 Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any clinical dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Health Services-Clinical. The Deputy Assistant Secretary of Health Services-Clinical shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator. Any administrative dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Health Services-Administration. The Deputy Assistant Secretary of Health Services-Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

7.22 Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under the Contract resulting from this RFP. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract resulting from this RFP is Agency to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

7.23 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract resulting from this RFP. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract resulting from this RFP, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.24 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.25 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly

from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.26 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.27 Severability

The invalidity or unenforceability of any particular provision of the Contract resulting from this RFP shall not affect the other provisions hereof and the Contract resulting from this RFP shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this RFP can still be determined and effectuated.

7.28 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

7.29 Governing Law and Venue

The Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.30 No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

7.31 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in the Contract resulting from this RFP. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under the Contract resulting from this RFP are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

7.32 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost effective and in the best interest of the State.

7.33 Scope Changes after Contract Execution

During the term of the Contract resulting from this RFP, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor five (5) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.34 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Such compliance shall be required by the execution of **ATTACHMENT 8**, Business Associate Agreement for HIPAA, which is incorporated herein as if fully stated.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.35 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee for each Contract awarded in the amount of one million five hundred thousand dollars (\$1,500,000.00) that shall be in effect for each year of the term of the Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract which may result from this RFP, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

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MANDATORY FORM

ATTACHMENT 1 – CERTIFICATION /ATTESTATION PAGE
RFP #08-DC-8013

1. **Authority to Legally Bind the Proposer:**

This is to certify that the person signing the Florida Department of Corrections RFP Contractual Services' Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

2. **Acceptance of Terms and Conditions:**

This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

3. **Statement of No Involvement:**

This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

4. **Non-Discrimination Statement:**

This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

5. **Unauthorized Alien Statement:**

This is to certify that the Proposer does not knowingly employ unauthorized alien workers.

6. **Statement of No Inducement:**

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted 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 non-competitive Proposal.

7. **Statement of Non-Disclosure:**

This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.

8. **Statement of Non-Collusion:**

This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.

9. **Statement of No Investigation/Conviction:**

This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Dated this _____ day of _____ 2008.

Name of Organization: _____

Signed by: _____

Title: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2008.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
RFP #08-DC-8013

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. A. If a Customer, please specifically describe the primary type of Pharmacy Services this entity provides to you.

- B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

- C. What was the estimated population of clients served?

3. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

4. Can you identify the number of years that this entity has provided Pharmacy Services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete Pharmacy Services, or was any portion of the Pharmacy Services subcontracted out?

6. How many years have you done business with this business entity? _____ Please Provide Dates:

7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

9. Would you conduct business with this business/corporate entity again? If no, please state the reason.

10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP PROPOSAL.

Signed by: _____
Being duly sworn deposes and says that the information herein is true and accurate.

Subscribed and sworn before me this _____ day of _____ 2008

Notary Public: _____

My Commission Expires: _____ State of Commission: _____

ATTACHMENT 3 – PERSONNEL REFERENCE FORM

RFP #08-DC-8013

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE PERSON FOR WHOM THE REFERENCE IS BEING GIVEN.)

THIS PERSONNEL REFERENCE IS FOR: _____

THE POSITION THIS REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE

NUMBER: _____

OFFICE E-MAIL

ADDRESS: _____

1. What is your business relationship with the person for whom this reference is being provided? Please specify: business associate, supervisor, employer, former employer, or other.

2. Please indicate how long you have been in a business relationship with the above-referenced individual and the nature of the business conducted.

3. What is/was the type of your association with this person?

4. Please indicate if you worked with the above referenced individual in a capacity that related to:

A. Executive Management (please explain): _____

B. Pharmacy Program Management
(please explain): _____

5. Please describe the above-referenced individual's major job duties during your relationship.

6. Please assess the above referenced individual's knowledge in relation to:

A. Executive Management: _____

B. Pharmacy Program
Management: _____

C. Operation of Pharmacy: _____

7. Please evaluate this person's ability to solve problems, communicate with others, work under pressure and make decisions. Please evaluate this person's ability to supervise staff.

8. Please evaluate the above-referenced individual's work habits such as attendance, punctuality, dependability, and observance of work rules.

9. Please describe any strengths or weaknesses the above-referenced individual possesses.

10. Would you conduct or engage in business with this person again? If no, please state the reason.

11. Please make any additional comments here.

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/ CORPORATE ENTITY FOR WHOM YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP PROPOSAL.

Signed by: _____
Being duly sworn deposes and says that the information herein is true and accurate.

Subscribed and sworn before me this _____ day of _____ 2008

Notary Public: _____

My Commission Expires: _____ State of Commission: _____

ATTACHMENT 4 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
RFP #08-DC-8013

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 5 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
RFP #08-DC-8013

Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a bid received from a proposer that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

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 response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

(Form revised 4/06/06)

**ATTACHMENT 6 – ADDENDUM ACKNOWLEDGMENT FORM
RFP #08-DC-8013**

RFP ADDENDUM – SAMPLE ONLY

**Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500**

PROPOSAL NO: RFP #08-DC-8013

PROPOSAL TITLE: Pharmacy Prescription Filling Services for Various Department Facilities

PROPOSAL DUE:

OPENING DATE:

ADDENDUM NO.:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS, WITH THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER: _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

CITY, STATE: _____

DATE: _____

Authorized Signature

ATTACHMENT 7 – EVALUATION CRITERIA FOR RFP #08-DC-8013

1. Proposer's Business/Corporate Experience = 100 points

The Department will evaluate the business/corporate experience, business/corporate resources, and capabilities of the Proposer and any subcontractors (if known) and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. relevancy and length of past experience providing pharmacy services, including prescription filling by mail order;
- b. relevancy and length of past experience providing prescription filling services to a large scale population at various sites in a geographic area;
- c. relevancy and length of experience performing tasks as specified in this RFP;
- d. complexity and detail of prior experience delivering services similar to those contemplated by this RFP;
- e. appropriateness of licenses, permits, registration, and insurance as required by law;
- f. relevancy of past performance of contracts, with emphasis on specific tasks as specified;
- g. evidence of exemplary or qualitative findings, or the absence thereof, in delivery of any previous contracted service delivery;
- h. past provision of similar services either directly or via subcontracting or third-party administration; and
- i. if subcontractors are to be utilized, relevant experience/qualifications of proposed subcontractors and percentage to be subcontracted to each.

2. Organizational Charts = 5 points

The Department will evaluate the Organizational Chart of the Proposer and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. appropriate hierarchy of Proposer's business/corporate structure and staff with clearly defined responsibilities and accountability; and
- b. sufficient staff and oversight to ensure quality service delivery.

3. Key Staffing = 5 points

The Department will evaluate the key contractor staff and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. adequacy of background and experience of the key project personnel to be utilized for service provision as described in this RFP; and
- b. appropriateness of experience, professional qualifications and credentials of project staff for delivery of proposed services.

4. Technical Proposal/Service Delivery Narrative = 50 points

The Department will evaluate the Proposer's Technical Proposal/Service Delivery and points will be assessed based upon information provided which includes, but is not limited to the following:

- a. The Proposer describes and demonstrates a complete understanding and knowledge of the Department's Statement of Purpose and Scope of Services Sought;
- b. The Proposer describes and demonstrates that services can be implemented within the time frames specified;
- c. The Proposer's description of method and approach to providing prescription filling services is consistent with service tasks as described in Section 3.; and
- d. Value Added Services to be provided by proposer which are not required by the Department.

5. Review of Financial Documentation = 40 points

The Department will evaluate the proposer's financial documentation to determine financial capability for undertaking a project of this size. This evaluation will be conducted by a Certified Public Accountant and points will be assessed based on the following:

- a. Appropriate and sufficient documentation to perform an industry-standard financial evaluation;
- b. Current financial statements with an unqualified opinion ;
- c. Nature of any report qualifications, adverse opinion or disclaimers, as applicable;
- d. Letter to Management with indications of strengths or weaknesses in internal control or reportable conditions;
- e. Disclosures with respect to the entity's ability to continue as an ongoing concern;
- f. Nature and extent of ongoing concern issues disclosed;
- g. Current Ratio; and
- h. Debt-to Equity Ratio

6. Price Proposal (Price Table, Exhibit D) = 100 points

The Proposal with the lowest weighted total price will be awarded one-hundred (100) points.

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ATTACHMENT 8 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA

This Agreement supplements and is made a part of the contract between the Florida Department of Corrections ("Department") and (*insert Contractor's name*) ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. Confidentiality Requirements

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the healthcare operations of the Department pursuant to any and all agreements between the Parties. For

purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the healthcare operations of the respective covered entities.

- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- D. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- E. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- F. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.
- G. The Contractor agrees to defend and hold harmless the Department against any action or liability or damages arising out of or related to the Contractor's breach of its obligations under this agreement.

2. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522.

3. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.

- C. **Effect of Termination**

- (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.

- (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

- 4. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule.

- 5. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein if PHI is not returned or destroyed.

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ATTACHMENT 9 – INSTITUTIONS/FACILITIES AND ADDRESSES

Region I

*Indicates a work camp adjacent to an institution

***Apalachee Correctional Institution East (Male)**

35 Apalachee Drive
Sneads, Florida 32460-4166
(850) 718-0688
FAX: (850) 593-6445

***Calhoun Correctional Institution (Male)**

19562 SE Institution Dr.
Blountstown, Florida 32424-5156
(850) 237-6500
FAX: (850) 237-6508

Franklin Correctional Institution (Male)

1760 Highway 67 North
Carrabelle, Florida 32322
(850) 697-1100
FAX: (850) 697-1108

Gulf Correctional Institution Annex (Male)

699 Ike Steele Road
Wewahitchka, Florida 32465-0010
(850) 639-1509
FAX: (850) 639-1508

***Jackson Correctional Institution (Male)**

5563 10th Street
Malone, Florida 32445-3144
(850) 569-5260
FAX: (850) 569-5996

***Liberty Correctional Institution (Male)**

11064 N.W.
Dempsey Barron Road
Bristol, Florida 32321-9711
(850) 643-9400
FAX: (850) 643-9412

Quincy Annex (Male)

2225 Pat Thomas Parkway
Quincy, Florida 32351
(850) 627-5400
FAX: (850) 875-3572

Santa Rosa Annex (Male)

5850 East Milton Road
Milton, Florida 32583-7914
(850) 983-5800
FAX: (850) 983-5907

***Walton Correctional Institution (Male)**

691 Institution Road
De Funiak Springs, Florida 32433-1831
(850) 951-1300
FAX: (850) 951-1750

Apalachee Correctional Institution West (Male)

52 West Unit Drive
Sneads, Florida 32460-4165
(850) 718-0577
FAX: (850) 593-6445

***Century Correctional Institution (Male)**

400 Tedder Road
Century, Florida 32535-3659
(850) 256-2600
FAX: (850) 256-2335

Gulf Correctional Institution (Male)

500 Ike Steele Road
Wewahitchka, Florida 32465-0010
(850) 639-1000
FAX: (850) 639-1182

***Holmes Correctional Institution (Male)**

3142 Thomas Drive
Bonifay, Florida 32425-0190
(850) 547-2100
FAX: (850) 547-0522

Jefferson Correctional Institution (Male)

1050 Big Joe Road
Monticello, Florida 32344-0430
(850) 342-0500
FAX: (850) 997-0973

***Okaloosa Correctional Institution (Male)**

3189 Little Silver Road
Crestview, Florida 32539-6708
(850) 682-0931
FAX: (850) 689-7803

Santa Rosa CI (Male)

5850 East Milton Road
Milton, Florida 32583-7914
(850) 983-5800
FAX: (850) 983-5907

***Wakulla Correctional Institution (Male)**

110 Melaleuca Drive
Crawfordville, Florida 32327-4963
(850) 410-1895
FAX: (850) 410-0203

Washington Correctional Institution (Male)

4455 Sam Mitchell Drive
Chipley, Florida 32428-3597
(850) 773-6100
FAX: (850) 773-6252

Region II

*Indicates a work camp adjacent to an institution

***Baker Correctional Institution (Male)**

20706 U.S. Highway 90 West
Sanderson, Florida 32087-0500
(386) 719-4500
FAX: (386) 758-5759

***Cross City Correctional Institution (Male)**

568 N.E. 255th Street
Cross City, Florida 32628
(352) 498-4444
FAX: (352) 498-4333 or 4334

***Gainesville Correctional Institution (Male)**

2845 N.E. 39th Avenue
Gainesville, Florida 32609-2668
(352) 955-2001
FAX: (352) 334-1675

***Lancaster Correctional Institution (Male Youth)**

3449 S.W. State Road 26
Trenton, Florida 32693-5641
(352) 463-4100
FAX: (352) 463-3476

***Madison Correctional Institution (Male)**

382 Southwest MCI Way
Madison, Florida 32340
(850) 973-5300
FAX: (850) 973-5339

New River Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-3000
(904) 368-3000
FAX: (904) 368-3205

***Taylor Correctional Institution (Male)**

8501 Hampton Springs Road
Perry, Florida 32348-8747
(850) 838-4000
FAX: (850) 838-4024

***Columbia Correctional Institution (Male)**

216 S.E. Corrections Way
Lake City, FL 32025-2013
(386) 754-7600
FAX: (386) 754-7602

***Florida State Prison (Male)**

7819 N.W. 228th Street
Raiford, Florida 32026-1000
(904) 368-2500
FAX: (904) 368-2732

***Hamilton Correctional Institution (Male)**

10650 S.W. 46th Street
Jasper, Florida 32052-1360
(386) 792-5151
FAX: (386) 792-5159

Lawtey Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-2000
(904) 782-2000
FAX: (904) 782-2005

***Mayo Correctional Institution (Male)**

8784 US Highway 27 West
Mayo, Florida 32066-3458
(386) 294-4500
FAX: (386) 294-4534

Reception and Medical Center (Male)

7765 S. CR 231
P.O. Box 628
Lake Butler, Florida 32054-0628
East: (386) 496-6000 West: (386) 496-6002
FAX: (386) 496-3287

Taylor Annex (Male)

8501 Hampton Springs Road
Perry, Florida 32348
(850) 838-4002
FAX: (850) 838-4024

Union Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-4000
(386) 431-2000
FAX: (386) 431-2016

Region III

*Indicates a work camp adjacent to an institution

***Avon Park Correctional Institution (Male)**

P.O. Box 1100
County Road 64 East
Avon Park, Florida 33826-1100
(863) 453-3174
FAX: (863) 453-1511

Central Florida Reception Center (Male)

7000 H C Kelley Rd.
Orlando, FL 32831-2518
(407) 207-7777
FAX: (407) 249-6570

Hernando Correctional Institution (F-Youth)

16415 Spring Hill Drive
Brooksville, Florida 34604-8167
(352) 754-6715
FAX: (352) 797-5794

Lake Correctional Institution (Male)

19225 U.S. Highway 27
Clermont, Florida 34715-9025
(352) 394-6146
FAX: (352) 394-3504

***Marion Correctional Institution (Male)**

P. O. Box 158
3269 NW 105th Street
Lowell, Florida 32663-0158
(352) 401-6400
FAX: (352) 840-5657

Putnam Correctional Institution (Male)

128 Yelvington Road
East Palatka, Florida 32131-2100
(386) 326-6800
Fax: (386) 312-2219

***Tomoka Correctional Institution (Male)**

3950 Tiger Bay Road
Daytona Beach, Florida 32124-1098
(386) 323-1070
FAX: (386) 323-1006

***Brevard Correctional Institution (Male Youth)**

855 Camp Road
Cocoa, Florida 32927-3709
(321) 634-6000
FAX: (321) 637-7728

Demilly Correctional Institution

10980 Demilly Road
Polk City, Florida 32686

Hillsborough Correctional Institution (Male Youth)

11150 Highway 672
Riverview, Florida 33569-8402
(813) 671-5022
FAX: (813) 671-5037

Lowell Correctional Institution & Annex (Female)

11120 NW Gainesville Rd.
Ocala, Florida 34482-1479
(352) 401-5301
FAX: (352) 401-5331

***Polk Correctional Institution (Male)**

10800 Evans Road
Polk City, Florida 33868-6925
(863) 984-2273
FAX: (863) 984-3072

Sumter Correctional Institution (Male)

9544 County Road 476B
Bushnell, Florida 33513-0667
(352) 569-6100 or
(352) 793-2525
FAX: (352) 569-6196

Zephyrhills Correctional Institution (Male)

2739 Gall Boulevard
Zephyrhills, Florida 33541-9701
(813) 782-5521
FAX: (813) 780-0134

Region IV

*Indicates a work camp adjacent to an institution

Broward Correctional Institution (Female)

20421 Sheridan Street
Ft. Lauderdale, Florida 33332-2300
(954) 252-6400 SC 430-6400
Fax: (954) 680-4168

Dade Correctional Institution (Male)

19000 S. W. 377th Street
Florida City, Florida 33034-6409
(305) 242-1900 SC 478-1900
Fax: (305) 242-1881

Everglades Correctional Institution (Male)

1601 S.W. 187th Ave.
Miami, Florida 33185-3701
(305) 228-2000 SC 479-2000
Fax: (305) 228-2039

***Hardee Correctional Institution (Male)**

6901 State Road 62
Bowling Green, Florida 33834-9505
(863) 767-4500 SC 742-4500
Fax: (863) 767-4504

Homestead Correctional Institution (Female)

19000 S. W. 377th Street
Florida City, Florida 33034-6409
(305) 242-1700 SC 478-1700
Fax: (305) 242-2424

***Martin Correctional Institution (Male)**

1150 S.W. Allapattah Road
Indiantown, Florida 34956-4397
(772) 597-3705 SC 249-5011
Fax: (772) 597-3742

South Florida Reception Center (Male)

14000 NW 41st Street
Doral, Florida 33178-3003
(305) 592-9567 SC 475-0200
Fax: (305) 470-5628

Big Pine Key Road Prison (Male)

P.O. Box 430509
450 Key Deer Blvd.
Big Pine Key, Florida 33043-0509
(305) 872-2231 SC 451-5105
Fax: (305) 872-9417

Charlotte Correctional Institution (Male)

33123 Oil Well Road
Punta Gorda, Florida 33955-9701
(941) 833-2300 SC 765-2300
Fax: (941) 575-5747

***DeSoto Annex (Male)**

13617 S.E. Highway 70
Arcadia, Florida 34266-7800
(863) 494-3727 SC 766-7100
Fax: (863) 494-1740

***Glades Correctional Institution (Male Youth)**

500 Orange Ave. Circle
Belle Glade, Florida 33430-5222
(561) 829-1400 SC 233-1400
Fax: (561) 992-1355

***Hendry Correctional Institution (Male)**

12551 Wainwright Drive
Immokalee, Florida 34142-4797
(239) 867-2100 SC 974-2100
Fax: (239) 867-2255

Indian River Correctional Institution (Male Youth)

7625 17th Street, S.W.
Vero Beach, Florida 32968-9405
(772) 564-2814 SC 240-2814
Fax: (772) 564-2880

Okeechobee Correctional Institution (Male)

3420 N.E. 168th St.
Okeechobee, Florida 34972-4824
(863) 462-5474 SC 761-5474
Fax: (863) 462-5402

South Florida Reception Center (Male)

(South Unit)
13910 NW 41st Street
Doral, Florida 33178-3014
(305) 592-9567