

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing ***TPA for Off-Site Inmate Medical and Pharmacy Services*** as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-384

Description: Provide TPA for Off-Site Inmate Medical and Pharmacy Services

Receiving Period: Prior to 2:00 p.m., September 16, 2026, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: N/A.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, September 9, 2026, 5:00 p.m..

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please email the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-384

RFP Title: TPA for Off-Site Inmate Medical and Pharmacy Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polkfl.gov. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled **“RFP #26-384, TPA for Off-Site Inmate Medical and Pharmacy Services”** and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-384
RFP Title	TPA for Off-Site Inmate Medical and Pharmacy Services
Due Date/Time:	September 16, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follows:

"RFP 26-384 Tab 1"

"RFP 26-384 Tab 2"

"RFP 26-384 Tab 3"

"RFP 26-384 Tab 4"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-384

TPA for Off-Site Inmate Medical and Pharmacy Services

Sealed proposals will be received in the Procurement Division, Wednesday, September 16, 2026, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Senior Procurement Analyst, via email at tabathashirah@polkfl.gov. **All questions must be received by Wednesday, September 9, 2026, 5:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida, needs a Third-Party Administrator (TPA) to provide comprehensive management of off-site inmate medical and pharmacy services for the Polk County Jail system.

TPA services include the administration of inmate off-site medical claims, management of on-site ancillary medical services, access to a network of providers, and pharmacy benefit management (PBM) for select institutional and specialty medications utilized within the Polk County Jail system as further outlined in the Scope of Work below.

Off-site medical services are to be provided through a network of providers contracted by the TPA. The TPA will adjudicate and pay all off-site provider claims, and those payments are reimbursed by the County.

TPA pharmacy services for bulk and institutional prescription drugs prescribed by onsite contracted vendor.

Based upon the prior 12-month period, the TPA will provide approximately 7,632 outpatient claims for emergency room, non-emergent hospital outpatient services, specialist physician services and ancillary services. The TPA is obligated to adjudicate inpatient claims for services received by Polk County inmates and/or those not eligible for Medical Assistance.

The Polk County Sheriff's Office (PCSO) on average housed 2699 inmates daily. They process 27,742 intakes annually.

The Polk County Sheriff's Office provides basic healthcare through an onsite medical service provider through a separate third-party vendor.

Inmates currently receive emergency and specialty care offsite through a contracted network managed by Heritage Health Solutions, Inc

It is the intent of the County to enter into an agreement with one firm.

QUALIFICATIONS:

Mandatory Licensing, Accreditation, and Compliance Requirements

The TPA, or their subcontractor engaged to perform TPA-related functions under this Agreement, must possess and maintain all qualifications as noted below.

- **Florida Department of State**
 - **Certificate of Status.** Proposers and any subcontractor acting as either the TPA or PBM must have a Certificate of Status issued by the Florida Department of State (Sunbiz), dated within 60 days of submitting a proposal
- **Licensure:**
 - **Insurance Administrator License (TPA)** Proposers or their proposed subcontracted TPA must hold an Insurance Administrator License. An active Certificate of Authority as an Insurance Administrator issued by the Florida Office of Insurance Regulation (OIR), as required by Florida Statute §626.881.
 - **Pharmacy Benefit Manager Registration (PBM).** Proposers or their proposed subcontracted PBM must hold an active Certificate of Authority as an Insurance Administrator issued by the Office of Insurance Regulation (OIR), as required by Florida Statute §626.881.
- **URAC Accreditation:**
 - Proposers or their proposed subcontracted TPA must hold a current “Full” Certification from the Utilization Review Accreditation Commission (URAC).
- **Experience:**
 - The Proposer must have a minimum of three consecutive years of experience, within the past three years, providing similar size and scope work for corrections and/or other governmental agency. Similar size and scope include experience providing both off-site medical and pharmacy services as outlined in this RFP under one contract with the corrections or governmental agency.
- **Provider Network Contracts:**
 - Proposers or their proposed subcontracted TPA must currently have a correctional contract or Sole Source Agreements with all 6 hospitals in Polk County to provide inmate emergency room and non-emergency hospital care.

- Proposers or their proposed subcontracted TPA must currently have Preferred Provider Organization (PPO) correctional network contracts with Polk County vendors to provide laboratory, radiology, ultrasound, dialysis, vision, dental, specialized respiratory therapies, etc. services.
- **IT Integration:**
 - TPA must have the capability to interface with the PCSO's Jail Management System (JMS) and Electronic Health Record (EHR) for eligibility verification and ordering.

SCOPE OF SERVICES

The proposed award encompasses the comprehensive administration and management of inmate medical and pharmacy services for the Polk County Jail system, including but not limited to:

- Processing and adjudication of off-site inmate medical claims and of on-site ancillary medical services (e.g., mobile radiology, ultrasound, dialysis, vision, specialized/respiratory therapy, and laboratory services), including adherence to prompt payment requirement and denial of pre-booking claims.
- Provide pharmacy services for bulk and institutional prescription medications not covered by the base compensation to the on-site medical provider; this includes, but is not limited to, HIV antiretroviral agents, immunosuppressants, renal and mineral metabolism agents, and erythropoiesis-stimulating agents (ESAs).
- Application of Medicare-based statutory repricing per Florida Statute 901.35 and House Bill 4059 (2026).
- Assuring availability of access to a contracted and credentialed correctional PPO provider network, including all Polk County hospitals, AdventHealth-Sebring, and ancillary service providers for both central and south county jail facilities.
- Provider contracting and relationship management to ensure network stability; provision of an in-house call center to handle provider inquiries, minimizing direct contact with the BOCC or PCSO.
- Utilization management and medical necessity review of precertification of outpatient facility testing and procedures.
- Financial administration, including claims payment services and a Zero-Balance Account (ZBA) funding model.

- Reporting and analytics, including inmate healthcare utilization forecasting, high dollar claims, quarterly executive report package, annual incurred but not-reported (IBNR) calculations, and full-year claims liability projections.
- Participate in quarterly inmate billing offsite review meetings with the Polk County Sheriff's Office.
- Integration with jail medical and records management systems.
- Claims subrogation, recovery services, and fraud prevention services.

The cost to provide the services will be negotiated during Elevation Level 4, Contract Negotiations.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The term of this agreement will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information more than that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- **Introduction letter** describing your firm, experience, number of years in business, contact name, title, company address, phone number and email address of contact person. (One page, single or double sided)
- **Qualifications:**
 - Please provide the following information within Tab 1, to show your firm meets the qualifications of this RFP:
 - **Florida Department of State**
 - **Certificate of Status.** Proposers and any subcontractor acting as either the TPA or PBM must have a Certificate of Status issued by the Florida Department of State (Sunbiz), dated within 60 days of submitting a proposal.
 - Please provide a copy of the Certificate of Status.
 - **Licensure:**
 - **Insurance Administrator License (TPA)** Proposers or their proposed subcontracted TPA must hold an Insurance Administrator License. An active Certificate of Authority as an Insurance Administrator issued by the Florida Office of Insurance Regulation (OIR), as required by Florida Statute §626.881.
 - Please provide a copy this license
 - **Pharmacy Benefit Manager Registration (PBM).** Proposers or their proposed subcontracted PBM must hold an active Certificate of Authority as an Insurance Administrator issued by the Office of Insurance Regulation (OIR), as required by Florida Statute §626.881.
 - Please provide a copy of the active Certificate of Authority
 - **URAC Accreditation:**
 - Proposers or their proposed subcontracted TPA must hold a current “Full” Certification from the Utilization Review Accreditation Commission (URAC).
 - Please provide a copy of the “Full” Certification from the URAC.
 - **Experience:**
 - The Proposer must have a minimum of three consecutive years of experience, within the last three years, providing similar size and scope work for corrections and or other governmental agency. Similar

size and scope include experience providing both off-site medical and pharmacy services as outlined in this RFP under one contract with the corrections or governmental agency.

- Please provide a copy of all contracts identified under Tab 2, showing this qualification has been met.
- **Provider Network Contracts:**
 - Proposers or their proposed subcontracted TPA must currently have a correctional contract or Sole Source Agreements with all 6 hospitals within Polk County to provide inmate emergency room and non-emergency hospital care.
 - Please provide a copy of these current contracts
 - Proposers or their proposed subcontracted TPA must currently have Preferred Provider Organization (PPO) correctional network contracts with Polk County vendors to provide laboratory, radiology, ultrasound, dialysis, vision, dental, specialized respiratory therapies, etc. services.
 - Please provide a copy of these current contracts
- **IT Integration:**
 - TPA must have the capability to interface with the PCSO's Jail Management System (JMS) and Electronic Health Record (EHR) for eligibility verification and ordering.
 - Please provide a brief statement outlining how the Proposer meets this qualification.

Tab 2, Experience and Expertise (50 Points)

- Provide your firm's organization structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the Proposer's experience with providing similar size and scope of work as outlined in this RFP. Please focus on the Proposer's or their proposed contractor being the TPA for both off-site medical and pharmacy services (One page, single or double sided)
- Provide a minimum of one project that demonstrates the Proposer's experience with providing offsite inmate medical and pharmacy services under one contract

that shows the Proposer's experience in providing similar scope of work services in the past three (3) years, for three (3) consecutive years. For each project identified please include (2 pages for each project, single or doubled sided):

- Correctional entity or government name
 - Address
 - Contact person name and title
 - Contact person phone number and email address
 - Cost of the services – average annual cost
 - Start and end date of the contract
 - Brief description of the services provided to include number of inmates served
- Identify subcontractors to be used, if any. For each subcontractor proposed to perform either the TPA or PBM services outlined in this RFP, please provide the following:
 - The name of the subcontractor and the services they are to provide: TPA or PBM.
 - A brief description of their experience outlining their qualifications to perform the services intended to include:
 - Listing the correction or other government agency name and address they provided similar size and scope services
 - Number of inmates served
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 3, Approach and Methodology (40 points)

Section 1 – Claims Adjudication & Administration

1. Describe your claims adjudication platform and automation capabilities.
2. How do you ensure accurate application of benefit rules?
3. Explain your process for claims scrubbing, duplicate detection, and third-party liability identification.
4. What percentage of claims are auto adjudicated vs. manually reviewed?
5. Describe your process for handling high-cost or complex claims.

6. Confirm ability to meet timeliness standards (15-day adjudication, 45-day payment).
7. Provide your historical claims accuracy rates.

Section 2 – Statutory Repricing

1. Describe your methodology for repricing claims to 110% of Medicare.
2. How do you apply Geographic Practice Cost Index (GPCI)?
3. Explain your process for validating eligibility for the 125% exception.
4. Provide examples of savings achieved through Medicare-based repricing.

Section 3 – Network & Care Access

1. Describe your provider network (hospitals, specialists, on-site ancillary providers). Are they willing to accept the statutory 110% of Medicare rate?
2. Provide network adequacy statistics.
3. Describe the dedicated provider contracting team that negotiates provider contracts and maintains relationships that does not cause us to lose providers.
4. Do you provide an in-house call center so providers will call the third party provider?
5. Explain your process for negotiating Letters of Agreement (LOAs).
6. How do you ensure timely inmate access to care?

Section 4 – Utilization Management

1. Describe your utilization management program.
2. Confirm availability of 24/7 pre-certification services.
3. Explain your concurrent review process for inpatient care.
4. Provide examples of cost savings through utilization management.

Section 5 – Pharmacy Services

1. Describe your pharmacy claims adjudication system.
2. Identify your pharmacy network (retail, mail-order, specialty).
3. Describe bulk medication procurement and pricing model for
4. Describe your protocol for medication returns and credits.

Section 6 – Financial Administration

1. Describe your Zero-Balance Account (ZBA) funding model.
2. Explain your ACH payment processes.
3. Provide sample Explanation of Benefits (EOB).
4. Describe your invoicing process and ability to meet biweekly billing.

Section 7 – Reporting & Analytics

1. Provide samples of required reports (biweekly, monthly, quarterly).
2. Describe your reporting platform and dashboard capabilities.
3. Can reports be customized?
4. Describe ability to provide IBNR estimates and projections.

Section 8 – Technology & Integration

1. Describe your technology platform and architecture.
2. How do you support EDI transactions?

3. Explain integration with EHR and e-prescribing platforms.
4. Describe provider portal capabilities.

Tab 4, Surveys of Past Performance (10 Points)

- Provide reference surveys from each correctional or governmental entity identified under Tab 2, Experience and Expertise.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 4)-10 points

Subtotal Points-10 Points

by the process stated under each corresponding Tab description.

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2) - 50 points
- Approach and Methodology (Tab 3) - 40 points

Subtotal Points - 90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions apply to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board approval to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked

Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 865 0498 1831. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. All insurance shall be written with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injury, death, property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Policy shall include coverage for all contractual liability that Vendor has agreed to herein and may not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability coverage. Policy shall include the following sublimits:

Products / Completed Operations:	\$1,000,000 / \$2,000,000
Personal and Advertising Injury:	\$1,000,000
Medical Expenses:	\$10,000

Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit of liability for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles and shall be primary to any other available insurance.

Workers' Compensation Insurance: Vendor shall maintain Workers' Compensation statutory benefits coverage for all employees, agents, volunteers, and subcontractors as required under Florida Statutes, including those that may be required by any applicable federal statute.

Employers Liability Insurance: Vendor shall maintain the following limits:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Professional Services Errors and Omissions Liability Insurance: \$2,000,000 per claim and in the aggregate, including but not limited to errors and omissions arising from claims administration and adjudication, pharmacy benefit management, payment processing, medical necessity/utilization review.

Technology Errors and Omissions Liability Insurance: Vendor shall maintain Technology Errors and Omissions Liability coverage with limits of not less than \$2,000,000 per claim and in the aggregate. Such coverage may be provided under a standalone Technology Errors and Omissions policy or included within the Vendor's Professional Services Errors and Omissions or Cyber Liability policy, provided that the policy expressly covers errors, omissions, negligence, or failure of technology services, systems integration, software, electronic data processing, claims administration systems, and related technology services provided under this Agreement.

Cyber Liability: \$2,000,000 per claim and in the aggregate. Policy shall include, but not limited to, coverage for computer or network systems attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access and use of computer systems. Policy shall also include coverage for collection, theft, loss or disclosure of confidential information and data, to include patient personal and medical data.

Crime/Fidelity Insurance: Vendor shall maintain Crime/Fidelity Insurance with limits of not less than \$1,000,000 per occurrence, covering employee dishonesty, theft of client property, forgery or alteration, computer fraud, funds transfer fraud, and social engineering fraud. Coverage shall apply to loss of County funds or property in the care, custody, or control of the Vendor arising from services provided under this Agreement.

The County shall be named as an additional insured for all work being performed for Polk County for General Liability, Automobile Liability, and Cyber Liability policies. For General Liability, Additional Insured status must apply to both ongoing and completed operations. General Liability should be on a primary and non-contributory basis. All policies shall contain a waiver of subrogation in favor of the County.

The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. The County shall receive 30 days advance notice of non-renewal, cancellation or material change to any policy under this agreement.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polkfl.gov/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY’S FEES AND COSTS: Each party shall be responsible for its own legal and attorney’s fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney’s fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County’s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County’s Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV**

Scrutinized Companies and Business Operations Certification; Termination.

- Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

- Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
 - (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): _____ does:

- 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.
- 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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
- 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 this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 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.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: _____

Date: _____

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project TPA Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$500,000 annually)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

- The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
- The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
- The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 4
- Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 26-384, TPA for Off-Site Inmate Medical and Pharmacy Services

To: _____ (Name of Person completing survey)
 _____ (Name of Correctional Institution or Government)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Responsiveness and issue resolution promptly	(1-10)	
3	Professionalism and communication with County/Sherrif's Office staff	(1-10)	
4	Ability to provide meaningful recommendations that improve care, reduce costs, or increase efficiency	(1-10)	
5	Timeliness of claims processing (15-day adjudication / 45-day payment standards)	(1-10)	
6	Ability to detect duplicates, unnecessary services, or third-party liability	(1-10)	
7	Ability to maintain adequate correctional PPO network access	(1-10)	
8	Timely access to specialist, hospital, and ancillary services	(1-10)	
9	Effectiveness in negotiating LOAs for high-cost services	(1-10)	
10	Quality, accuracy, and timeliness of required reports	(1-10)	
11	Technology integration capabilities	(1-10)	
12	Overall satisfaction and confidence in continuing or recommending the vendor	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP 26-384, TPA for Off-Site Inmate Medical and Pharmacy Services**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-384, TPA for Off-Site Inmate Medical and Pharmacy Services

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____