PROCUREMENT SERVICES

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Request for Proposal
Pharmacy Benefits Manager (PBM)
RFP01-2705091B01-PHARMA-XXXXXX

https://flvs.bonfirehub.com/projects/

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923
Zoom Meeting Link: https://flvs.zoom.us/j/6826895354
Meeting ID: 682 689 5354

Direct all inquiries in writing to FLVS Procurement Services via Bonfire.

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	November 6, 2026	Bonfire.com and FLVS.net
Question & Answer Deadline	Written question and answer period	November 18, 2026 no later than 2:00 PM EST	Submit via Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	December 10, 2026 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	January 14, 2027 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	January 21, 2027 10:00 AM EST	Private Zoom Invite for Interviews; Public Zoom Conference for Scoring
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	January 21, 2027	N/A
Award Date (Tentative)*	Date of FLVS Board Approval	March 9, 2027	N/A

NOTICE TO ALL INTERESTED PARTIES: FLVS is accepting responses to this solicitation via electronic submission at https://flvs.bonfirehub.com/. No hardcopy submissions will be accepted. DO NOT ship or deliver your response to FLVS offices. Electronic submissions will be accepted only until the due date and time listed above. The drop box does not accept late submissions. Submission time stamps are determined by Bonfire's system clock. Proposers are responsible for ensuring all submissions are uploaded prior to the deadline. If technical support is needed during the submission process, contact Support@GoBonfire.com.

Updates to the Board schedule can be viewed at https://go.boarddocs.com/fla/flvs/Board.nsf/Public

Florida Virtual SCHOOL

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

Section 1	Overview	**3**
Section 2	Evaluation of Responses	**4**
Section 3	Compliance and Response Submission	**7**
Section 4	Instructions to Proposer	**11**
Section 5	Scope of Services	**13**
Section 6	Cost Proposal Form	**17**
Section 7	General Terms and Conditions	**18**
Section 8	Definitions	**20**

MANDATORY CERTIFICATIONS/FORMS PACKET – RFP ATTACHMENT 1

RFP Section 3	RFP Introduction – Respondent Requirements Checklist	**2**
RFP Section 3	Compliance Information Sheet	**3**
FLVS Addendum	Certificate of Insurance meeting required coverage (Section 19 Appendix J FLVS Standard Contract Addendum)	**4**
Appendix A	Contractor's Statement of Qualifications	**5**
Appendix B	Acknowledgment of Business Type	**6**
Appendix C	Statement of Affirmation and Intent	**7**
Appendix D	Mutual Non-Disclosure Agreement	**8**
Appendix E	Addenda Form / Dispute Resolution Clause	**11**
Appendix F	Public Records Act/Chapter 119 Requirements	**12**
Appendix G	Reference Release Form	**13**
Appendix H (Federal Forms)	Mandatory Certifications: Contracts Supported by Federal Funds – Regulatory Compliance	**14**
	Certification Regarding Non-Discrimination	**16**
	Certification Regarding Lobbying	**17**
	Debarment, Suspension, and Other Responsibility Matters	**18**
	Drug-Free Workplace Certification	**19**
	Non-Collusion Affidavit	**20**
Appendix I (Vendor Packet)	Vendor Application	**21**
	W-9	**22**
	E-Verify	
Appendix J (FLVS Terms & Conditions Packet)	FLVS Standard Contract Addendum, Statement of Work, Change Order	
	Use of Coercion for Labor or Services Form (Exhibit A)	
	Foreign Country of Concern Attestation (Exhibit B)	
	Student Information Addendum (Exhibit C)	

FLORIDA VIRTUAL SCHOOL
REQUEST FOR PROPOSAL
PHARMACY BENEFITS MANAGER ("PBM")

1. OVERVIEW

1.1. Purpose. Florida Virtual School ("FLVS") is seeking responses from qualified proposers for Pharmacy Benefits Manager Services ("PBM") for FLVS employees, retirees, and COBRA participants, and their eligible dependents.

1.2. About FLVS

Founded in 1997, Florida Virtual School (FLVS) has been leading the way in Kindergarten-12 online education for more than 25 years. FLVS provides a robust, award-winning curriculum to public, private, charter, and homeschool families and school districts nationwide. FLVS offers a variety of educational products and services to B2B and B2C audiences, including: K-12 Online Schools, Teacher Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions and Platforms. Additional information about FLVS can be found on https://www.flexpointeducation.com/ (National Products and Services) and www.flvs.net (Florida Services).

FLVS directly serves students through three models. FLVS Flex which offers scheduling on a 365-day flexible calendar. Students can take FLVS courses when enrolled in addition to a brick-and-mortar school, or a full-time course load when enrolled as a homeschool student. FLVS Full Time Public Schools offer scheduling that is available to students in grades Kindergarten–12. Students follow a 180-day traditional school calendar, take all courses through FLVS Full Time, and graduate with an FLVS diploma. FLVS is the operating education service provider for the Florida Scholars Academy, a unified education system for students assigned to a Florida Department of Juvenile Justice residential commitment program. Across these three programs, FLVS serves over 250,000 students a year.

1.3. Contract Scope, Structure, Terms, and Pricing

1.3.1. **Contract Services, Structure, Term, Sequence and Pricing:** FLVS shall enter into a "single contract" with a "single prime Proposer" for all services as described under this RFP. It is the responsibility of the Proposer to partner as necessary and assemble the team, skills, assets, and other qualifications to meet all requirements in the RFP. The selected Proposer shall assume all contractual responsibilities and comply with all contract terms and conditions.

1.3.2. **Scope of Work:** The scope of work under this contract is in Section 5 of this RFP.

1.3.3 **Contract Structure:** FLVS shall contract the services described herein under a single contract. The single contract, however, shall be packaged into one Master Service Agreement ("MSA") with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided. A brief summary of the expected contract scope under each of these agreements is shown below.

1.3.4 **Contract Term:** The term shall be for three (3) years with three (3) optional one-year renewals as directed by FLVS.

1.3.5 **Contract Pricing:** The MSA and SOW(s) shall be based upon the final negotiated prices. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

2. EVALUATION OF RESPONSES

Every response shall be reviewed and evaluated in terms of its conformance to the RFP specifications. FLVS shall generally follow the process outlined below. In doing so, FLVS, at its will, reserves, at a minimum, the following rights:

a. All responses properly completed and submitted shall be accepted by FLVS. FLVS reserves the right to reject any or all responses, re-advertise, postpone or cancel this RFP, waive any minor irregularities, or reject any response that does not meet all mandatory requirements of this RFP according to its best interest. Additionally, FLVS may at any time during the solicitation and contracting process, require Proposer to submit additional evidence of qualifications, clarifications, or any other information FLVS may deem necessary.

b. FLVS shall not be under any requirement to complete the evaluation or negotiations by any specific date and reserves the right to suspend or postpone the evaluation or negotiation process should the need arise due to budget constraints, time constraints, or other factors as directed by FLVS.

c. The award shall be made to the Proposer that best meets FLVS needs.

d. There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.1. Proposal Evaluation Committee ("PEC")

Responses shall be reviewed and evaluated by the PEC as described herein.

2.1.1 The PEC committee shall consist of FLVS voting staff and non-staff members, non-voting subject matter experts (SMEs) and at FLVS's discretion, non FLVS staff. The voting members of the PEC shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. Non-voting member(s) responsibilities may include reviewing the proposals, testing in demo environments (where applicable), providing analysis, and general subject matter expertise. **FLVS will utilize third-party, contracted insurance and benefits consultants in this capacity**

2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.6.1.

2.1.3 The PEC reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.

2.1.4 The PEC reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.

2.1.5 FLVS reserves the right to request login access to a test environment or other simulation of proposed solution for evaluation purposes.

2.2 Public Notices. FLVS Public notices shall be posted on Bonfire: https://flvs.bonfirehub.com/ and Florida Virtual School Procurement Opportunities: https://www.flvs.net/about/procurement

2.3 Reply Opening. All submissions will be opened by FLVS Procurement via Zoom Conference as per the cover sheet. The list of responses received shall be made available within 48 hours following the opening as described in 2.2 Public Notices.

2.4 Responsiveness to Submittal Requirements. A preliminary evaluation by FLVS Procurement staff shall determine whether each response received prior to the due date and time specified, is complete and compliant with the instructions and requirements specified in the RFP. Findings shall be reported to the Procurement Evaluation Committee ("PEC") during the evaluation session. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration. Responses which are compliant as determined solely by FLVS, are moved to the evaluation stage.

2.5 Proposal Evaluation

2.5.1 **Step 1: Evaluation.** Proposals will be evaluated and scored by a PEC approved by the Procurement Director or designee using the evaluation criteria specified in Section 2.6.1.

Step 1a: The PEC will discuss all contractor responses, and each evaluation committee member will score the responses individually.

Step 1b: Procurement will combine the evaluation scores submitted by all PEC members and shall determine the highest-scoring responses based on the total evaluation scores received. PEC shall determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at the sole discretion of FLVS. If FLVS determines that Step 2 is not required, award recommendation will be made based on the scores from Step 1.

2.5.2 **Step 2 (optional): Presentation and/or Interview.** Finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at a designated date and time for further detailed discussions of the elements of their response. Step 2 evaluation is a "fresh evaluation" with scores from Step 1 not carried forward.

a. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent's demonstration/oral presentation.
b. The procurement representative will combine the evaluation scores submitted by all PEC members for this step to determine the final rankings.
c. FLVS, at its sole discretion, may require additional public meeting(s).

2.6 Evaluation Criteria. The responsive replies will be evaluated and ranked on a scale of 0-10 using the following criteria multiplied by the weights assigned. This meeting shall be open to the public via the Zoom link provided on the cover page.

2.6.1 **Proposal Evaluation Criteria Step 1.** These criteria shall be used through the evaluation process as described**:**

Criteria #	Step 1: Main Criteria Description	Weight
1.	Qualifications, Background, and Reference Letters	10%
2.	Demonstrated ability to meet or exceed Scope of Services and Plan Administration (Tab 4, Tab 5, Tab 15)	35%
3.	Network Access and Disruption (Network Tab 12 and Formulary Attachment 4)	20%
4.	Cost Proposal (Tab 6, Tab 7, Tab 8, Tab 9, Tab 10, Tab 11, , Tab 13, Tab 14)	35%
	TOTAL	**100%**

The total maximum number of weighted points that can be earned in the evaluation process is 100 points.

Cost Proposal for Price Analysis. The Cost analysis shall be conducted, presented, and scored by consultant(s) as assigned by FLVS.

2.6.2 Respondent Demonstration/Interview Criteria – Step 2 (Optional)

Criteria No.	Step 2: Main Criteria Description – SAMPLE (Final criteria will be detailed in the short list notice)	Weight
1.	Substance and content of the presentation	40%
2.	Question and answer session, including requested clarifications that demonstrate Proposer's ability to meet or exceed RFP requirements	40%
3.	Additional value-added services and/or cost-saving strategies	20%
	TOTAL	**100%**

2.7 Basis of Award

Recommended award shall be made to the highest ranked Proposer whose response is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of FLVS. FLVS anticipates making a single award to one prime Contractor for the Pharmacy Benefits Manager (PBM) Services described in this RFP. FLVS reserves the right to reject any and/or all bids/proposals or to waive any minor irregularities or technicalities when determined to be in its best interest. All purchases are contingent upon FLVS funding. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Respondent(s), recommendation for contract award will be submitted to the FLVS Board of Trustees (if total value is $300,000 or more) or the Senior Director of Procurement for approval (if total value is under $300,000).

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the PEC. If the Executive Team accepts the PEC's recommendation, the process continues as noted in each step above. If the Executive Team rejects any PEC's recommendation, the Executive Team at their sole discretion, shall proceed with any of the following methods: directing the Procurement Representative to recommence the selection ranking process at whatever state or step the Executive Team deems appropriate; pursuing the project by any other alternative method permitted under Florida law; or abandoning the project altogether. If the Executive Team elects to pursue the project through an alternative method or abandon the project altogether, FLVS shall provide public notice of that decision.

Services will be authorized to begin when the Contractor receives a fully executed contract and issuance of a Purchase Order (if applicable) from FLVS. Once awarded, Procurement will provide notice of the award to the Contractor

Note: In the event that FLVS awards this Pharmacy Benefits Manager (PBM) RFP and the separately solicited Medical Administrative Services (ASO) RFP to the same provider/firm, FLVS reserves the right to negotiate a single Contract and additional discounts based upon the award of both services. Proposers are strictly forbidden from combining responses, proposing costs based upon award for both RFPs/services, or making any offers contingent upon the award of any services other than those contemplated in this RFP.

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

Compliance and Electronic Response Submission. Proposals must be received by FLVS Procurement Department through Bonfire at https://flvs.bonfirehub.com/opportunities no later than the response due date and time specified above. Proposals received after this time will not be considered. Proposals shall not be modified after the RFP closing date and time.

Proposer is responsible for allowing adequate time to upload their documents to Bonfire.

For technical support contact support@gobonfire.com.

- Upload files in Adobe Portable Document Format (.pdf), Excel (.xls or .xlsx)
  No Zip files shall be accepted
- Enable Printing on all files submitted
- All required documents must be completed without exception and signed by a legally authorized individual within the proposing entity.
- All documents must be in the **LEGAL name of the proposing entity** exactly as it appears under business registration of state of origin (registered/incorporated) with the matching FEIN or Tax ID number provided. Do not submit a proposal under a d/b/a ("doing business as") or a fictitious business name.

3.1. **Proposal Structure.** In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid unnecessary promotional materials. Clearly identify each part of the submission as directed by the solicitation. **All proposal responses should use the below section numbers and layout without deviation:**

- Table of contents
- Section 1 – Cover Letter and Compliance Information
- Section 2 – Qualifications, Background, Reference Letters, Case Studies, Cyber Security, and VPAT
- Section 3 – Response to the Scope of Work Requirements & Cost Proposal (Attachment 2)
- Vendor Qualification Attestation (Attachment 3)
- Formulary Disruption Results (Attachment 4)
- Section 4 – Respondents' *Proposed* Contractual Document

Submit the following separate electronic documents clearly labeled in PDF format

- One (1) electronic full unredacted response
- One (1) redacted version (see Public Records Appendix F)
- Attachment 2 "Response Worksheet" in its entirety (inclusive of Cost Proposal) in Excel Format
- Vendor Qualification Attestation (Attachment 3)
- Formulary Disruption Results (Attachment 4)
- FLVS Mandatory Certifications/Forms Packet - must be submitted as part of the response completed fully and without edits
- Proof of Financial Stability
- Respondent's Proposed Contractual Document

3.2. **Compliance**. All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, include all documentation, supporting exhibits, is of timely

submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

3.2.1 **Table of Contents.** Clearly outline and identify the material and responses by Section in sequential order for the major areas of the response, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.2.2 **Proposal Section 1 - Cover Letter.** Provide a brief formal letter regarding the company's understanding of requirements/scope of this RFP, and interest in and ability to perform the requirements of this RFP. The prospective Proposer hereby certifies, by submission and signature of this letter, complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto unless specific exceptions are noted in the response package. Cover letter shall be signed by authorized principal party.

For each of the following provide a full list of names, titles, addresses, telephone numbers, and email addresses:

1. **Primary Contact:** Point of contact for solicitation process and contracting purposes.
2. **Principals and Authorized Signatures:** Person(s) or entities serving or intending to serve as principals, authorized to legally commit the Proposer's organization to perform the services.

3.2.3 **Mandatory Certifications/Forms Packet.** Responses must include all Mandatory Certifications/Forms (provided in RFP Attachment 1 – "Mandatory Certifications/Forms Packet") listed below. All forms must be completed and signed (and notarized where applicable). No modifications shall be accepted. Note: The "Mandatory Certifications/Forms Packet" also contains an Appendix J, FLVS Standard Contract Addendum (MSA), Statement of Work (SOW) template, and Change Order template.

1. Response Checklist (Section 3.1)	2. Compliance Information Sheet (Section 3.1)
3. Certificate(s) of Insurance (Section 19 Standard Contract Addendum)	4. Contractor's Statement of Qualifications (Appendix A)
5. Acknowledgment of Business Type (Appendix B)	6. Statement of Affirmation and Intent (Appendix C)
7. Mutual Non-Disclosure Agreement (Appendix D)	8. Addenda Form / Dispute Resolution Clause (Appendix E)
9. Public Records Act / Chapter 119 Requirements (Appendix F)	10. Reference Release Form (Appendix G)
11. Mandatory Certifications (Contracts Supported by Federal Funds) (Appendix H) including: • Regulatory Compliance • Certifications Regarding Non-Discrimination • Certifications Regarding Lobbying • Debarment, Suspension & Other Responsibility Matters • Drug-Free Workplace • Non-Collusion Affidavit	
12. Vendor Application, E-Verify Certification, and W-9 Form (Appendix I)	13. FLVS Standard Contract Addendum, Statement of Work, Change Order, Forced Labor Form, Foreign Country of Concern Attestation, Student Information Addendum (Appendix J)

3.2.4 **Cybersecurity Compliance.** Describe in detail your organization's cybersecurity compliance policies. Respondents must demonstrate policies in place to prevent a variety of common cybersecurity attacks. This includes, but is not limited to:

- Demonstrate use of current, supported, and patched applications and libraries to minimize vulnerabilities in application code, as applicable.
- Demonstrate use of proper error-handling code to ensure that system information is not revealed.
- Disclose any plugins, add-ons, third-party tools, or similar that will be included in your proposed solution.

General Requirements for self-hosted solution include:

Virtualization Requirements: Supports virtual machines running on currently supported version of virtualization software.

Operating System Requirements: Must use current operating systems for servers, desktops, tablets, phones. We will not accept bids without further security analysis using EOL operating systems.

Web Requirements: Must use current web hosting technologies with cybersecurity safeguards to include secure web application headers, TLS/SSL configurations and certificates, and port security.

Database Requirements: Must use currently supported database models and languages. We will not accept bids without further security analysis using EOL database models or languages.

Maintenance and Support Requirements:

24x7x365 access to technical support with a maximum of 4-hour response time. Maintenance updates to ensure FLVS is on the latest version and patched for known vulnerabilities.

General Requirements for Contractor-hosted solution include:

Contractor Compliance: Contractor has, and continues to maintain, an active SOC2 report that is available to FLVS upon request.

Availability: Dependent upon the business criticality that has been defined:

- Mission Critical Products – Minimum of 99.95% availability SLA (preferred 99.99%)
- Business Critical Products – Minimum of 99.95% availability SLA (preferred 99.9%)
- Important Business Products – Minimum of 99.5% availability SLA (preferred 99.9%)

Data Retention Requirements (All):

Search Retrieval of Records: Allows FLVS to schedule and download backups of our data to fulfill retention requirements or:

- Allows FLVS to configure record retention lengths
- Allows FLVS to search records
- Allows FLVS to produce records including ones deleted by users that are within the retention period configured

Access Controls:

- Integrates with Microsoft Single Sign-on/Identify and Access Management tools. We will not accept bids from companies that do not work with Microsoft SSO without further security analysis.

Audit and Accountability:

- Provides an ability to audit and download the following types of events:
  - Access to PII or other sensitive data
  - Actions taken by user with administrative access
  - Failed access attempts
  - When identification and authorization mechanisms are used
  - Creation and deletion of privileged or system-level objects
- Audit Logs Contain:
  - User ID
  - Type of Event
  - Date and Time
  - Success or Failure Status
  - Origin of Event
  - Identify of the affected data, component, or resource

Configuration Management. Provides an ability to test and validate changes before deployment to the production environment.

Contingency Planning. Provides ability to:

- Reroute traffic and data to an alternate site in the event of an area-wide disruption or disaster
- Backup and retain copies of FLVS configurations and data

Maintenance: Contractor-hosted solution notifications are sent a minimum of seven (7) days prior to scheduled maintenance and will minimally include:

- Date, time, and duration of maintenance
- Description of maintenance

3.2.5 **Financial Stability.** Financial stability means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess, and manage financial risks, and maintain financial soundness through the term of the Agreement. Bidder/Proposer shall demonstrate financial stability in accordance with this definition by providing one of the following:

1. For bidder/proposer with annual revenues below $1 billion:
   - Audited financial statements that demonstrate their satisfaction of financial stability criteria or;
   - Documentation of an investment grade rating from a credit reporting agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
2. In addition to the above two options, bidders/proposers with annual revenues exceeding $1 billion can provide a letter containing a written declaration, pursuant to s.92.525, F.S., issued by the chief financial officer or controller attesting that the supplier is financially stable and meets the definition of financial stability.

3.2.6 **Accessibility Requirements.** Respondent deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.2 and 508 Accessibility Standards. Respondents shall also be able to provide an accessibility conformance report using the Voluntary Product Accessibility Template (VPAT) VPAT 2.5 WCAG which can be found at https://www.itic.org/policy/accessibility/vpat.

3.3 Proposal Section 2 – Qualifications, Background and References Instructions. Summarize the qualifications of the Proposer's project team. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided.

3.3.1 **Background (Qualifications).** Complete the Compliance Information Sheet within the forms packet Attachment 1.

3.3.2 **Experience.** Describe your company's experience with the services specified herein. Include any strategic advantages offered, and/or professional/industry awards won over the past three years (URLs acceptable).

3.3.3 **References.** FLVS reserves the right to contact all references and to obtain, without limitation, information on the Proposer's performance on the listed efforts.

a. Provide **three (3) written letters of reference** from the last thirty-six (36) months. Letters of reference should be on company letterhead from the referee and include signature and contact information.
b. Proposers are required to sign the Authorization for (Appendix G) to contact and check previous performance on projects.

3.3.4 **Case Studies and Samples of Work**. Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in the educational sector is highly desirable (preferably within K-12 and/or digital education industry.)

a. Describe the client requirements, challenges, budget, goals, and objectives.
b. Strategies developed to achieve goals and objectives.
c. Explain in detail what the outcome was and what value your services realized for the client against chosen metrics.

4. INSTRUCTIONS TO PROPOSER

4.1 **No Contact Period**. To ensure proper and fair evaluation, FLVS has established a **Cone of Silence** applicable to all Competitive Solicitations. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The Cone of Silence will be imposed upon all Competitive Solicitations (including the RFP) beginning with the advertisement for the same and ending with the approval for award.

Upon the issuance of this RFP, all contact with FLVS must be made through the procurement representative named on the first page. The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. Any contact made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of FLVS in connection with this competitive procurement.

4.2 Proposers or persons acting on their behalf are specifically instructed not to contact Board of Trustees, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to Procurement. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.

4.3 Any award resulting from this RFP will require the execution of new contractual terms and conditions. Incumbents must submit a fully comprehensive response that addresses all requirements of this RFP.

4.4 **Public Records**. Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. FLVS reserves the right to make any final determination of the applicability of the Public Records Law.

4.5 **Posting of Public Notices:** All public notices will be posted for review by interested parties on https://flvs.bonfirehub.com and https://www.flvs.net/about/procurement. Notices will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.6 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to procurement@flvs.net. Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.7 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents must submit a written request for clarification through Bonfire no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:

- Bonfire (https://flvs.bonfirehub.com/opportunities)
- Florida Virtual School Procurement Opportunities (https://www.flvs.net/about/procurement)

4.7.1 Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Bonfire or FLVS.net for attachment to the response (**Appendix E)**.

NOTE: If the RFP is downloaded from Bonfire, notifications shall be provided by Bonfire (via email) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net**.

Any corrections or amendments will be posted as addenda issued prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

4.9 **Conflict of Interest:** *(FLVS Procurement Policy po6320)* *https://go.boarddocs.com/fla/flvs/Board.nsf/Public#*

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5. SCOPE OF WORK

Scope of Service

Florida Virtual School (FLVS) is soliciting proposals for a Pharmacy Benefits Manager (PBM). The solution shall include transparent competitive pricing, administrative flexibility, a well-planned implementation, and ongoing excellence in plan administration. Exceptional customer service to both FLVS and its members is essential. FLVS is seeking a single provider for the awarded PBM.

The Respondent is responsible for providing the appropriate work environment, including high-speed internet connectivity, to appointed staff for the duration of this project. Reimbursement for travel is not contemplated for this RFP. However, in the rare event that FLVS directly requests and agrees to reimburse any travel-related costs, they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable Florida Statute and FLVS Policy.

Attachment 2 contains the detailed Description/Scope of Services.

Current Plan Design

Florida Virtual School currently has Pharmacy Benefit Management services with Prime Therapeutics. The Plan summaries have been included in the RFP; however, proposers shall refer to policies and certificates provided for details of all provisions included. Any deviations from plan designs must be noted in your Proposal cover letter and in the plan provision tabs of the Response Worksheet (Attachment 2).

Background

The current Benefits Administration for FLVS resides within Workday. Service plan periods shall run in accordance with the FLVS fiscal year, starting July and ending June 30 annually. The enrollment period must occur annually, commencing in early March through May.

FLVS has approximately 4,010 employees as of October 27, 2026. Currently, 3,461 employees are enrolled in its pharmaceutical and medical plan. Support is provided to members through FLVS annual open enrollment every May. In addition, FLVS offers rolling enrollments to support new hires and change-of-life situations. FLVS provides employees with periodic educational webinars, health fairs, and lunch-and-learn opportunities. The purpose of these events is to ensure FLVS employees are provided with ongoing educational opportunities regarding these benefits.

Data Ownership

All data provided regarding FLVS members, employees, or enrolled participants pertaining to employee enrollment records and/or claims records shall remain the sole property of FLVS in perpetuity. This data may not be used for any purpose beyond the terms and conditions set forth with this RFP (i.e., claims payments, provider interactions, customer support).

FLVS Shall Provide:

FLVS shall provide the awarded proposer with ongoing enrollment files via Workday.

Pharmacy Benefits Management (PBM)

The detailed description of services for FLVS's Pharmacy Benefits Management (PBM) can be found in Attachment 2. Respondents shall provide pricing for the services as described therein. If Proposer cannot provide a specific service or has contract differences, they shall list deviations in "Exceptions and Alternatives" (Section 5.3). Exceptions and/or alternatives must cite the Section, paragraph, item and/or requirement number applicable.

Florida Virtual SCHOOL

5.1 Attachment 2 – Pharmacy Benefits Management Response Worksheet

ATTACHMENT 2 MUST be completed in its entirety by all Proposers. All questions/fields must be completed. Proposers may include additional comments and/or supporting details. Responses to questions shall be detailed so that there is no ambiguity in the response while addressing the question or concern described. Proposers shall not alter, revise, modify, or change any of the presented data within the worksheet.

Using the questionnaire provided, describe the Proposer's understanding of the requirements of this solicitation, and its ability, approach, and/or plan to satisfy the same in complete compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations. Proposer must outline any deviations or restrictions as referenced in Attachment 2. Deviations to the Scope of Services may be provided in the Exceptions and Alternatives to the RFP portion of the proposal (see Section 5.3)

Proposer has completed and attached the following: Attachment 2 – Response Excel Workbook		
Tab 1	Cover page	Informational Purposes Only
Tab 2	Background	Informational Purposes Only – Background Overview
Tab 3	Additional RFP Rules	Proposers shall acknowledge agreement in the blue section and provide an explanation when responding with a "No" response.
Tab 4	Policy Terms and Definitions	Proposers shall acknowledge agreement in the blue section and provide an explanation when responding with a "No" response.
Tab 5	Questionnaire	Proposer shall complete by answering all questions provided. Respond clearly and concisely to all questions in the questionnaire section without referring us to preprinted materials as your response
Tab 6	Pricing Requirements	Proposer shall complete the blue shaded column for all line items as well as providing explanations for deviations.
Tab 7	Cost Proposal	Proposer shall complete the blue column by providing dollar values and percentages as directed for all line items provided.
Tab 8	Rebate Credit Eligible Products	Proposer shall complete all of the blue shaded areas providing rebate information.
Tab 9	Exclusions	Proposer shall identify any plan exclusions that apply.
Tab 10	Specialty List	Proposer shall complete all columns when providing their Specialty list.
Tab 11	Claims and Trend Assumption	Proposer shall complete all lines for each applicable year.
Tab 12	Network Disruption	Proposer shall complete the blue shaded cells listed in decreasing order or ranking for number of members impacted.
Tab 13	Mfc Coupon Programs	Proposer shall provide detailed responses to Section 1 and complete the blue shaded cells in Section 2.
Tab 14	Administrative Ancillary Fees	Proposer shall complete all blue shaded cells in Sections 1 and 2 below for a list of all ancillary administrative items, including clinical programs

Tab 15	Performance Guarantees	Proposer shall complete the blue shaded column for all line items as well as providing explanations for deviations.

Assumptions and Constraints

- FLVS will provide the awarded contractor with the requirements for FLVS systems integration
- FLVS and Respondent will agree upon a detailed, event-driven implementation plan
- Timely and reasonable response and resolution of issues identified during project phases

5.2 Additional Attachments and Exhibits

Responses shall be answered in the same format and provided as an Excel file only. Proposer shall not modify or reformat any RFP response document. Complete all light blue shaded cells in the documents. If "Not Confirmed" is selected, Proposer shall provide further explanation in the additional column within the workbook. If "Confirmed" is selected, no further explanation is needed. Do NOT change font color so that responses will be seen in the black-filled cell or write in cells outside of the RFP table. Any changes may negatively impact the evaluation and scoring of your proposal. Proposers are cautioned not to submit generic sales or promotional materials and/or additional documentation (or incorporated by reference) unless specifically requested and/or approved by FLVS.

Additional Required Response Documents:

Attachment 3 - PBM Vendor Qualifications Worksheet. Must be completed in its entirety and submitted by Proposers as part of their response.

Attachment 4 – Formulary Disruption Results. Must be completed in its entirety and submitted by Proposers as part of their response.

Reference Documents:

Attachment 5 – Rx Claims Data File. Twelve months of FLVS Rx claims data, de-identified.

Attachment 6 – FLVS Master Census Report. This document is provided for informational purposes.

Attachment 7 – Plan Document SBC Plan 03766. Current Plan information for reference.

Attachment 8 – Plan Document SBC Plan 05360. Current Plan information for reference.

5.3 Exceptions/Alternatives to the RFP: Proposers shall specify exceptions requested for consideration to any section of the Request for Proposal specified herein. FLVS, at its sole discretion, reserves the right to reject proposals with exceptions and/or alternatives to the requirements of this RFP and/or take the exceptions into consideration during the evaluation process, as in its best interest.

Page #	Section # / Paragraph #	FLVS Original Language	Proposed Alternative/Revision for Consideration

5.4 Exceptions/Alternatives to FLVS Standard Contract Addendum for Terms and Conditions: Proposers shall specify exceptions requested for consideration to the Sample Standard Addendum provided (Appendix J of the Required Forms Packet). FLVS, at its sole discretion, reserves the right to reject proposals as non-responsive with exceptions and/or alternatives to the Standard Contract Addendum Terms and Conditions, or take the exceptions into consideration during the evaluation process as in its best interest. Acceptance of any noted exceptions shall be determined solely by FLVS during the contracting phase. Award of a Proposal does not constitute FLVS agreement of exceptions, nor any Proposer-submitted terms.

Page #	Section # / Paragraph #	FLVS Original Language	Proposed Alternative/Revision for Consideration

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6. COST PROPOSAL FORMS: Provide the fees associated with the various services to be provided. All respondents are required to complete all tabs listed below related to Cost in Attachment 2. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. FLVS reserves the right to negotiate the proposed fees. There is no minimum spend for this Contract. (Response shall provide pricing that includes all services requested in this Request for Proposal).

6.1 Proposers are required to complete the Cost Proposal provided in Attachment 2 on each tab listed below. The total cost for the initial three (3) year term shall be used for evaluation purposes. The following components shall be used when evaluating cost.

- Pricing Requirements (Financial) (Tab 6)
- Cost Proposal (Tab 7)
- Rebate Credits (Tab 8)
- Exclusions (Tab 9)
- Specialty Pharmacy Offer (Tab 10)
- Claims and Trend Assumptions (Tab 11)
- Manufacturer Coupon Programs (Tab 13)
- Administrative Ancillary Fees (Tab 14)

6.2 Additional Services (optional)

Respondents shall provide rates for additional related services not specified in the scope of services. For additional available services, provide a detailed description of service along with associated rates. FLVS shall at its discretion exercise the right to purchase any proposed additional services as needed. Additional services proposed shall not factor into the evaluation process. Respondent shall specify any additional services offered.

6.3 Cost Proposal General Notes:

- If any services, functions, or responsibilities not specifically described in this solicitation are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this solicitation.
- Unit price will be used to determine the correct extended price if calculation error is found.
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.

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7. GENERAL TERMS AND CONDITIONS

The selected Proposer's submitted standard contract may serve as the master agreement for the services, subject to negotiation, removal of terms that conflict with this RFP and the RFP requirements, and incorporation of the FLVS Standard Contract Addendum. The FLVS Standard Contract Addendum (Appendix J in the Required Forms Packet) is the FLVS standard terms and conditions, which shall control should FLVS accept a Respondent's standard contract. By submitting a response to this RFP, Proposers acknowledge and agree that they have reviewed the FLVS Standard Contract Addendum and have no objections. Further, if selected by FLVS, Respondents acknowledge and agree that they will execute this FLVS Standard Contract Addendum and negotiate the terms of the Proposer's submitted standard contract. This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the awarded Proposer(s) and FLVS. No modification of this RFP, except by addendum issued by FLVS, shall be binding on FLVS.

7.1 All expenses involved with the preparation and submission of responses to FLVS, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.

7.2 It is understood and agreed between the parties hereto that FLVS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, FLVS shall immediately notify awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to FLVS of any kind whatsoever.

7.3 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Proposers must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.

7.4 Legal Requirements: It shall be the responsibility of the awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with FLVS are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

7.5 Patents and Royalties**.** The Proposer, without exception shall indemnify and hold harmless FLVS and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida Virtual School. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, FLVS shall maintain all rights to the written documentation, electronic media and other materials provided by the Proposer in response to this solicitation.

7.6 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119 Public Records and 812.081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted electronically and labeled as "Confidential" with a second copy submitted and labeled as "Redacted Copy" retracting the Trade Secret information.

7.7 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.

7.8 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid/proposal(s) on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.

7.9 The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

7.10 Identical Qualifying Bid/Proposals: (*FLVS Procurement Policy 6320)*
https://go.boarddocs.com/fla/flvs/Board.nsf/Public#

7.11 In accordance with F.S. 1010.04, FLVS

a. has reviewed the purchasing agreements and state term contracts available under F.S. 287.056.
b. shall not request documentation of or consider a proposer's social, political, or ideological interests.
c. shall not give preference to a proposer based upon their social, political, or ideological interests.

7.12 The following two Florida State statutes apply to this solicitation and may have contractual requirements.

a. F.S. 787.06(13)
b. F.S. 287.1346

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8. DEFINITIONS

The following words shall be defined as set forth below:

"Change Order (CO)" Contractual document to modify a Statement of Work.

"Contractor" means the provider of the Goods or Services under the Agreement.

"Cost Proposal Form" or **"Cost Proposal"** means the portion of the response that describes the proposed pricing.

"Intent to Award" (IAW) means a formal notice posted on FLVS.net notifying the public that FLVS has completed its evaluation process and intends to award a contract to the highest-ranking Respondent.

"Master Service Agreement", "MSA" or "Agreement" or "Contract" means the agreement between FLVS and the awarded Contractor as outlined in Section 7 of this RFP.

"PEC" means the Proposal Evaluation Committee or Evaluation Committee. Committee may include FLVS staff, employees, officers, Board Members, Consultants, and / or external subject matter experts as selected by FLVS

"Purchase Order" means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

"Proposer" or "Respondent" means the company, organization or contractor submitting a proposal in response to a published solicitation.

"Proposal" or "Response" or "Submission" means the submission provided in response to the RFP. May be used interchangeably throughout the document.

"Request for Proposal" or "RFP" is a solicitation used in negotiated acquisition to communicate government requirements to the prospective contractors and to solicit proposals.

"Services" means the services and deliverables as provided in the Master Service Agreement and as further described by the Statement of Work as required.

"Statement of Work (SOW)" means the Contractor's Responsibilities as described in detail in the sample SOW Attached within the Required Forms Packet.

"Subject Matter Expert" (SME) means individual(s) who are considered authorities in a particular field or area of the business.

"Technical Response" or "Technical Proposal" means the response to the RFP excluding the Cost or Pricing Proposal Form. May be used interchangeably throughout the document.