



WESLACO

INDEPENDENT SCHOOL DISTRICT

319 W. Fourth Street/P.O. Box 266, Weslaco, Texas 78599-0266 (956) 969-6500

May 16, 2017

The Weslaco Independent School District is accepting proposals for:

Pharmacy Benefit Management (PBM) Services, Transparent Modeling (RFP # 17-07-53)

Sealed proposals are to be mailed or hand delivered to the attention of: Baldemar Garcia, Purchasing Director, Weslaco Independent School District, 312 W. Fifth Street, Weslaco, Texas 78596. Please mark your envelope plainly: **“Pharmacy Benefit Management (PBM) Services, Transparent Modeling (Proposal # 17-07-53), due date: Tuesday, June 13, 2017 at 3:00pm”**

Sealed proposals will be accepted until 3:00 p.m. on Tuesday, June 13, 2017, at which time they will be opened. Proposals will be opened but not read publicly in the Business Office Building, 312 W. Fifth Street, Weslaco, Texas. Any proposals received late will be returned unopened. Weslaco ISD is not responsible for proposals misplaced or mailed incorrectly.

Please reply using the enclosed forms. Please submit one original and two copies of your proposal response. SWBC Employee Benefits Consulting Group, of San Antonio Texas is Weslaco ISD's Insurance Consultant for employee benefits. They will be involved in the evaluation of the proposals and will be making recommendations to the Board of Trustees.

The awarding of the proposal will take place at a public school board meeting. The Board of Trustees reserves the right to accept, reject any and /or all proposals, waive minor technicalities, or to award the proposal to the most responsible offeror which best serves the interest of the District.

Please fill out, sign and submit with your proposal response the enclosed IRS Form W-9 and Conflict of Interest Questionnaire. We look forward to hearing from you.

Sincerely,

- Original Signed -

Dr. Priscilla Canales, PhD.
Superintendent

- Original Signed -

Andres Sanchez Jr., CPA
Assistant Superintendent for Business & Finance

The signing of page 10 indicates understanding and acceptance of this proposal's terms and conditions.

WESLACO INDEPENDENT SCHOOL DISTRICT

Pharmacy Benefit Management (PBM) Services, Transparent Modeling (RFP # 17-07-53)

Section

1

General Information

General Conditions and RFP Assumptions

1. The Weslaco Independent School District is requesting proposals for Pharmacy Benefit Management (PBM) Services. **The District will only Entertain Transparent Modeling (100% pass thru) Programs. Traditional Models will not be considered.**
2. PBM Benefit Structure is based on existing benefits.
3. Frates Benefit Administrators is the District's current Third Party Administrator. Any prospective PBM will be required to submit reports to the District's Third Party Administrator in the format requested.
4. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications must be explicitly identified.
5. One (1) original and two (2) copies of the proposal response must be delivered to: Baldemar Garcia, Purchasing Director, 312 West Fifth St. Weslaco, Texas 78596, no later than 3:00 PM, Tuesday June 13, 2017 in sealed envelopes, clearly marked:

Pharmacy Benefit Management (PBM) Services, Transparent Modeling (RFP # 17-07-53)

6. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, and other courier services or personally delivered by proposer. The District will not be responsible for missing, lost, or late mail. **Any proposals received after the time set for opening will not be accepted,** and will be returned to the proposer unopened upon written request at proposer's expense.
7. The proposals will be opened at 3:00 PM, Tuesday, June 13, 2017. The proposals shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the proposal negotiations.
8. All Administrative Cost, Dispensing cost and all other associate cost must be clearly identified and outlined.

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9. Proposals are desired for an initial term not to exceed twelve (12) months with the option to renew for one (1) additional one (1) year term with a minimum of a 24-month rate guarantee. However, the Board of Trustees reserves the right to accept a guarantee of less than 24 months if it is in the Weslaco Independent School District's best interest.
10. Public Sector employers are not allowed, under current state law, to execute a document containing a Hold Harmless/Indemnification Clause causing the employer to be responsible for other parties' liability. Therefore, your documents should not contain any such clauses.
11. Weslaco Independent School District reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, and award the proposal that best serves the interest of the District. The District also reserves the right to waive or dispense with any of the formalities contained herein. The Weslaco ISD Board of Trustees will make the final decision of agreement of award.
12. **Requests for information must be submitted via email by 5:00 p.m. on May 30, 2017 to:**

Michael De La Rosa
Director of Employee Benefits
mgdelarosa@wisd.us

Baldemar Garcia
Director of Purchasing
bgarcia@wisd.us

Bruce Massey
SWBC
bmassey@swbc.com

13. **COMMUNICATION WITH SCHOOL DISTRICT MEMBERS: Companies/agents submitting proposals shall not discuss this RFP with other employees of WISD or members of the Board of Trustees. Communication includes but is not limited to unsolicited literature, email, faxes or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement may result in automatic disqualification of the agent/company representative and/or the company at the discretion of the District.**
14. Proposal is to be based on duplication of the existing Plan of Benefits. Any deviations must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted. Plan description is enclosed (adobe file).
15. All materials necessary to effectively communicate and administer the program shall be prepared and printed by the proposer at the proposer's own expense. These materials include, but are not limited to, master plan document, summary plan descriptions, schedule of benefits, claim forms, identification cards, check stock, and explanation of benefits.
16. Compensation- No compensation shall be included in this proposal. Participating vendors are prohibited from compensating any agent or third party during the performance of this agreement.

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17. The appropriate enclosed proposal forms which include a Questionnaire, Rate Pages, Felony Conviction Notice, Non-Collusion Statement & Signature Sheet, etc., must be completed and included with response. An authorized official with legal authority to bind the Company must sign all proposal forms submitted. **FAILURE TO COMPLETE PROPOSAL FORMS WILL RESULT IN PROPOSAL BEING DISQUALIFIED.**
18. The Weslaco Independent School District accepts no financial responsibility for any costs incurred by any proposer in the course of responding to these specifications.
19. The Request for Proposal package will be available for download from our website at www.wisd.us/bids/. Vendors WILL NOT be notified of additional information/addenda postings. It is the vendors' responsibility to view the WISD's web page regularly, or prior to submitting a proposal response, to ensure that no addenda or additional information have been issued, or to obtain any addenda that may have been issued, for the solicitation.
20. Proposal is to be based on the enclosed employee census as of May 2017 (MS-Excel format).
21. Any estimated savings, performance or other guarantees included in any part of the proposal should be specific, quantifiable, and should include a method for validation.
22. Enforceability - This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competent jurisdiction in Hidalgo County, Texas.
23. Rebates – The District shall retain all pharmaceutical rebates acquired by the plan.
24. Advertising - Contractor shall not advertise or publish, without the School District's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authority.
25. Gratuities - No gratuities in the form of entertainment, gifts or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any administrator, employee, or anyone affiliated with the School District with a view toward securing a contract or securing favorable treatment with respect to a contract. **Failure to comply with this requirement will cause the proposal to be rejected, or contract (if approved) to be void.**
26. Pricing – All pricing should be included in a separate tab, clearly marked and explained thoroughly. The District is not responsible for vendor's errors in the proposals.
27. Administrative Service Agreement (ASA) - A proposed draft copy of an ASA Agreement must be submitted with your proposal response. An executed contract must be in place within 30 days of the awarding of the proposal.
28. Disclosure – Companies must agree to disclose all revenue streams and an auditable commitment to pass through all discounts to the Plan Sponsor must be included.

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Section

2

Proposer Questionnaire

Pharmacy Benefit Management

1. Describe organization submitting proposal:

- a. Name of Firm: _____
- b. Address: _____
- c. Contact Person: _____
- d. Telephone Number: _____
- e. Year Founded: _____

2. Describe Prescription Drug experience:

- a. Number of Texas School District Clients: _____
- b. Name of primary network: _____
- c. Other: _____

3. Provide three (5) client references (preferably school districts):

Name of Client	Contact Person	Telephone Number	Number of Employees

4. Describe Pharmacy network:

- a. Will you be willing to provide list of pharmacists currently in pharmacy network in Hidalgo County and Cameron County upon request? Yes _____ No _____

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b. Describe relationship with pharmacists including degree of automation and reimbursement procedures:

c. **The District is soliciting Transparent Modeling only. Is your proposal transparent? If your answer is no, discontinue answering questionnaire.** Yes_____ No_____

5. Services

a. Will your proposal provide real time software free of charge? Yes_____ No_____

b. Will your Standard monthly reports contain all dispensing data? (NDC, Drug name, strength, days' supply, ingredient cost, AWP, etc.) Is there a copy of that report attached?
Yes _____ No _____

c. Will you provide a copy of the current Maximum Allowable Cost (MAC) pricing?
Yes _____ No _____

d. What is the percentage of the MAC expressed as a percentage of the available generics?

e. Will there be a price differential (spread) between the amounts paid to the pharmacy providers and the amount billed to the District?
Yes _____ No _____

f. Will your Agreement allow for third party audits of the District's cost and expenses?
Yes _____ No _____

6. Prescription Drug Costs:

Attach complete fee schedule including dispensing and AWP drug cost per 30 day supply. Include administration fees, or any other fees associated with this proposal.

7. For what period of time are proposed rates guaranteed? _____

8. Is there a MAC pricing guarantee? Yes_____ No _____

9. What is the length of time in which MAC pricing is guaranteed?

10. Are there any administration fees? If so, what are the costs and will there be a second year renewal?

Yes_____ No_____

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11. Will you provide member ID cards free of charge?

Yes_____ No_____

If yes, how long will this process take?_____

12. Other

a. Describe Wire Transfer Payment procedures: _____

b. Does your proposal include 100% prescription rebates with no sharing? Please explain rebate program.

13. Please state any variations to the Request for Proposal Assumptions or other qualifications for your proposal response:

15. Is a proposed Copy of an ASA Agreement attached?

Yes_____ No_____

Company Name

Address

Type Signatory's Name and Title

Authorized Signature

Email Address

Telephone / Fax Numbers

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FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) & SIGNATURE:

_____ / _____

DATE: _____

***** PLEASE CHECK OFF A SELECTION BELOW *****

() A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

() B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

() C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: _____

Details of Conviction(s): _____

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For further information, please contact:

Bruce Massey SWBC bmassey@swbc.com	Baldemar Garcia Purchasing Director bgarcia@wisd.us	Michael De La Rosa Director of Employee Benefits mgdelarosa@wisd.us
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According to the Texas Education Code, Subchapter B, Section 44.031 (b), in determining to whom to award a contract, the district shall consider the following:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the district's needs;
- (5) the vendor's past relationship with the district;
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized business **(not applicable)**;
- (7) the total long-term cost to the district to acquire the vendor's goods or services; and
- (8) Whether the vendor or the vendor's ultimate parent company or majority owner: A) has its principal place of business in this state; or B) employs at least 500 person in this state; and
- (9) any other relevant factor specifically stated in the request for bids or proposals.

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NON-COLLUSION STATEMENT & SIGNATURE SHEET

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with Weslaco ISD, other than Baldemar Garcia, Purchasing Director, Michael De La Rosa, Director of Employee Benefits/Risk Mgmt. or Bruce Massey with SWBC, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (bidder) is a member of the staff, or related to any employee or Board Trustee of the Weslaco ISD **except** as noted herein _____

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, _____, fully understand the proposal's requirements and specifications.
(Print/Type Name of Company Officer)

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on the attached felony conviction notification form. I have also signed the form.

COMPANY _____ EMPLOYER I. D. No. _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE/FAX () _____ / _____ EMAIL ADDRESS _____

SIGNATURE TITLE DATE

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For purposes of complying with the Texas Public Information Act (the “Act”), we are asking that VENDORS interested in submitting a response to a district’s request for bids, proposals or qualifications statements **INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.**

Failure by the company(s) to fill out and sign this form, will release Weslaco ISD of any liabilities in the event Weslaco ISD releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.

If the Confidential Disclosure Statement is properly filed, and Weslaco ISD receives a request for public records under the Act related to such vendor’s response, Weslaco ISD will seek an opinion from the Texas Attorney General’s Office as required.

CONFIDENTIAL DISCLOSURE STATEMENT

This Confidential Disclosure Statement is being made by:

_____ to Weslaco ISD for the
(Vendor Name)

purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. “Disclosing Party” means a party that discloses Confidential Information under this Request. “Receiving Party” means a party that receives Confidential Information under this Request.
2. “Confidential Information” means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:
 - a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
 - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;

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- c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
 - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
 5. **As stated above, in the event Weslaco ISD receives a request for public records under the Act related to the vendor's response, Weslaco ISD will seek an opinion from the Texas Attorney General's Office as required.**
 6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

This Statement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

_____ (**vendor**) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless Weslaco ISD receives authorization via an opinion from the Texas Attorney General's Office:

- NONE of the Pages in this Request for Proposal is Confidential
- ALL Pages in this Request for Proposal are Confidential
- ONLY Pages _____ are labeled as Confidential

Name of Company or Firm: _____

By: _____ Title: _____

Signature: _____ Date: _____

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**Please fill out this form and fax or email to Weslaco ISD
if you intend to submit a proposal.**

Please fax this document to (956) 969-6565 or
email to asanchez@wisd.us and bcarranco@wisd.us.

Company Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Name _____

Email Address _____

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