

******* IMPORTANT SUBMITTAL INFORMATION *******

Please duplicate the following label and affix to the outside of your sealed submittal envelope. Vendor's name and return address should be printed on the submittal envelope.

FOR U.S. MAIL



**KELLER ISD PURCHASING DEPARTMENT
350 Keller Parkway
KELLER, TX 76248**

**RFP #1903-09 Pharmacy Benefit Manager (PBM)
DO NOT OPEN UNTIL: March 1, 2019 2:00 P.M. (CT)**

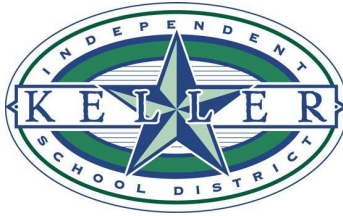
FOR HAND DELIVERY/COURIER SERVICES



**KELLER ISD PURCHASING DEPARTMENT
350 Keller Parkway
KELLER, TX 76248**

**RFP #1903-09 Pharmacy Benefit Manager (PBM)
DO NOT OPEN UNTIL: March 1, 2019 2:00 P.M. (CT)**

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.



PURCHASING DEPARTMENT
350 Keller Parkway, Keller, TX 76248
817-744-1133

February 8, 2019

NOTICE

The Keller Independent School District (KISD) is soliciting proposals for Medical Administrative Services as per specifications stated in this solicitation document. Sealed proposals shall be submitted in an envelope marked on the outside with the bidder's name, address and proposal number (RFP #1903-09) to:

Keller ISD Purchasing Department
350 Keller Parkway
Keller, TX 76248

Proposals will be received in the Purchasing Department at 350 Keller Parkway, Keller, Texas 76248 until:

2:00 P.M. (CT) March 1, 2019 for RFP #1903-09 Pharmacy Benefit Manager (PBM)

At which time only, the names of the companies submitting bids will be read aloud. Vendors are invited to attend the proposal opening but your presence is not required. For additional information, contact Lori Vechione, Purchasing Department at 817-744-1133.

Bidders must submit sealed proposals (1) original and (2) copies in the form of the executed Bid Form together with any material required by any addendum to this RFP by the time and date specified. This is a compliance bid to establish vendors and cost which will allow for the legal acquisition of **Pharmacy Benefit Manager (PBM)**. Proposal prices must remain firm for one-year from date of award for bid to be considered. This proposal is also renewable for a second and third year in one-year increments provided all prices remain firm and both parties agree.

Proposal submittal envelopes must be plainly marked with the RFP number, name and deadline. **Please duplicate the appropriate label shown on the cover page and affix to the outside of your sealed submittal envelope. The proposal name and number must be identified on the outside envelope being delivered (i.e. Federal Express, UPS, US Postal Service, and Hand Delivery.)**

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.

FAX proposals will not be accepted.

Keller ISD's current broker of record is Action Pharmaceutical Consulting: Adam Aguilar: aaguilar@apconsultgroup.com

All questions regarding bids must be submitted in writing to Lori Tudor at lori.tudor@kellerisd.net.

If you or anyone attending the proposal opening on your behalf needs special services, please call 817-744-1133 prior to the proposal deadline so that we may accommodate your particular need.

Keller ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the Keller Independent School District and to waive any informality.

The length of the contract awarded shall be for one year from date of award, with the option to renew for two additional one-year periods.

FAILURE TO SUBMIT PROPOSAL IN TRIPLICATE (ORIGINAL & TWO COPIES) MAY RESULT IN REJECTION OF PROPOSAL.

Lori Vechione, Director of Purchasing

NOTICE OF NO SUBMISSION FORM

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it by the scheduled date and time:

- Our company cannot provide the products, supplies and/or services listed in this request. Please **MOVE** our name and address to the following category(ies) so that we may propose at a later date:
Category(ies): _____

- We have chosen **NOT** to submit a proposal at this time, but would like to remain on your list for this proposal category. We did not submit a proposal because:
Reason(s): _____

- Please **REMOVE** our name from all Keller ISD lists until further notice.
Reason(s): _____

PLEASE RETURN THIS FORM TO:

Keller ISD Purchasing Department
Notice of "No-Submission" – RFP# 1903-09 Pharmacy Benefits Manager (PBM)
350 Keller Parkway
Keller, TX 76248

Company Name: _____

Representative: (please print) _____

Address: _____ Phone () _____

Name of Proposal and Opening Date: _____

Authorized Signature: _____

Title: _____ Date: _____

Thank you for your time and assistance.

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM THAT LISTING.

SIGNATURE SHEET

My/our signature below confirms that I/we:

1. propose to provide professional services to the Keller Independent School District, as described in the accompanying proposal;
2. certify that this Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal for the same services and is in all respects fair and without collusion or fraud; and
3. certify that this firm is an equal opportunity employer and that all employment decisions are made without regard to the color, race, sex, national origin, religion, age, or disability status of otherwise qualified individuals.

COMPANY NAME: _____

SIGNATURE: _____

By: _____
(Print Name)

Title: _____

DATE SIGNED: _____

ADDRESS: _____

TELEPHONE: _____

FAX : _____

TERMS: _____

Return completed sheet with proposal

GENERAL CONDITIONS

THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS, IN DUPLICATE if requested, ARE TO BE DELIVERED TO KELLER ISD PURCHASING DEPARTMENT, 350 KELLER PARKWAY, KELLER, TEXAS 76248, FOB. DESTINATION IN A SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Keller ISD shall not be held liable for any proposal that is improperly identified and thus, not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Keller ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late Bids will be returned to vendors unopened. Keller ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
4. Incomplete or improperly submitted proposals will NOT be considered. When finishing your response, make sure you receive notice once submitted that you have submitted your response successfully.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. Prices are to be held firm for the first year of this contract. Prices may be renegotiated at contract renewal. Price reductions are permissible at any time and any reductions passed on to other customers are to be correspondingly offered in the same ratio to the District. Vendor's failure to promptly notify the District of such industry wide price decreases may constitute a breach of contract and the contract may be cancelled. The District reserves the right to award any canceled contract to the next lower bidder or re-bid, whichever is in the District's best interest. Invoices with price changes that did not receive prior approval from the Purchasing Department will not be honored.
7. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Keller ISD.
8. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
9. SAMPLES, if applicable or when requested, shall be furnished at no cost to Keller ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Keller ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.

10. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
11. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Keller ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.
12. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
13. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
14. RESPONSIBLE BIDDER. The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
15. REFERENCES: KELLER ISD may request bidders to supply, with this bid, a list of at least three (3) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, address, telephone number and name of representative.
16. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Keller ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.
17. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Keller ISD forms; although additional information may be attached for evaluation purposes.
18. SALES TAX: Keller ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
19. NO CASH ADVANCE discount will be considered.
20. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
21. EVALUATION CRITERIA. In determining to whom to award a contract, the District shall consider: (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 businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) for a contract for goods and

services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor of the vendors ultimate parent company or majority owner: (a) has its principal place of business in this state of (b) employs at least 500 persons in the state ; (9) any other relevant factor specifically listed in the request for bids or proposals.

22. **BID AWARD:** Keller ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
23. **PLEASE BID** on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
24. **DELIVERY:** All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Keller ISD Designated Location with inside delivery included in the bid price. Inside Delivery is required, Tailgate delivery is not acceptable.
25. **CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.
26. **ETHICS:** The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Keller ISD.
27. **DEVIATIONS FROM SPECIFICATIONS.** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Keller ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Keller ISD will not accept substitutes after item(s) have been awarded as specified. Keller ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Keller ISD.
29. **DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. **"OR EQUAL" PRODUCTS** will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
31. **ADDENDA:** Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Keller ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.

32. **ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL.** An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. **CHANGE ORDERS:** No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Keller ISD Director of Purchasing.
34. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Keller ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Keller ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Keller ISD growing out of such injury or damages.
35. **CONTRACT:** This bid, when properly accepted by Keller ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Keller ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.
36. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
 - A. Keller ISD reserves the right to review the performance of vendor at all times.
 - B. Keller ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Keller ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Keller ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
37. Keller ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.
38. **TERMINATION FOR DEFAULT:** Keller ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Keller ISD in the event of breach or default of this contract. Keller ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - A. Meet schedules;
 - B. Default in the payment of any fees;
 - C. Otherwise perform in accordance with these specifications.
39. **REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Keller ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Keller ISD, Keller ISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Keller ISD for the unexpired term of the Agreement.

40. **BREACH OF CONTRACT** or default authorizes Keller ISD to exercise any or all of the following rights:

Keller ISD may take possession of the assigned premises and any fees accrued or becoming due to date;

Keller ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

Keller ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Keller ISD.

In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.

41. **IN THE EVENT** the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Keller ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Keller ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared, and all the successful bidder's rights shall terminate.
42. **BIDDER, IN SUBMITTING THIS BID**, agrees that Keller ISD shall not be liable to prosecution for damages in the event that Keller ISD declares the bidder in default.
43. **GRACE PERIOD:** Keller ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.
44. **NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful bidder by Keller ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Keller, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
45. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Keller ISD from claim involving infringements of patents and/or copyrights.
46. **CONTRACT ADMINISTRATOR:** Under this contract, Keller ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Keller ISD Purchasing Department and the successful bidder.
47. **PURCHASE ORDER:** A purchase order(s) shall be generated by Keller ISD to the successful bidder. Any item delivered to Keller ISD without a Keller ISD purchase order maybe refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor. The purchase order number must appear on all itemized invoices and packing slips. Keller ISD will not be held responsible for any orders placed/delivered without a valid signed current purchase order.
48. During the term of the contract, updated models of the items considered to be essential to the functions of Keller ISD not initially included in this proposal document, may be added by mutual agreement. The District shall notify the successful contractor of any such items, and the specifications for such. The Contractor will then have an opportunity to quote the product to the District with pricing

reflective of the current awarded contract terms. If accepted by the District, the item will be added to the list of awarded contract items for the duration of the contract term.

49. **PACKING SLIPS** or other suitable shipping documents shall accompany each special-order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Keller ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
50. **PRODUCTS SUPPLIED** under this contract shall be subject to Keller ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Keller ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Keller ISD for disposition.
51. **WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to Keller ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
52. **BIDDERS MUST SUBMIT** chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
53. **WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Keller ISD.
54. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Keller, Tarrant County, Texas.
55. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Keller ISD.
56. All campuses within the district subject all visitors to a sexual offender background check prior to admission to the campus. All employees of the vendor awarded this contract who visit a campus to perform work must present a valid driver's license or ID card and submit to this background check.
57. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
58. **FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
59. **EQUAL EMPLOYMENT OPPORTUNITIES LAWS.** Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.

60. PAYMENT will be made upon receipt and acceptance by Keller ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from the receipt of this payment. Payment terms, unless negotiated with the District, will remain the same. Vendors and contractors may negotiate and the district will consider earlier payment terms if such terms are advantageous to Keller ISD.
61. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:
Keller ISD Accounts Payable Department
350 Keller Parkway
Keller TEXAS 76248
62. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KELLER ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.
63. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KELLER ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.
64. ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.
65. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPT. @ 817-744-1133.

NOTE: Keller ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

--END GENERAL CONDITIONS--

IF YOU WISH TO
SUBMIT A PROPOSAL:

RETURN THE
FOLLOWING PAGES
COMPLETED & SIGNED

WITH A DUPLICATE
COPY OF YOUR PROPOSAL

IF YOU DO NOT WISH TO
SUBMIT A PROPOSAL:

RETURN THE
NOTICE OF NO SUBMISSION FORM
(Page 2)
TO REMAIN ON OUR VENDOR LIST

CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.
FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____ Email address _____

In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

OR

NONRESIDENT BIDDER

"Nonresident bidder" refers to a person who is not a resident.

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____ If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

I. GENERAL INFORMATION

➤ General Information

PROFESSIONAL SERVICES

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE GENERAL STIPULATIONS AND CONDITIONS OF PROPOSAL SHALL CONTROL.

Keller Independent School District invites all interested and qualified firms to submit proposals for RFP #1903-09 – Request for Proposal for Pharmacy Benefit Manager (PBM).

There is no guarantee that the Keller ISD will accept a quote from a vendor for any reason.

Submission of Proposals and Due Date

The requested sealed proposals must be submitted no later than **2:00 p.m., on Friday, March 1, 2019.**

Please mail **one original and two copies** of the sealed proposals to:

LORI VECHIONE
DIRECTOR OF PURCHASING
KELLER INDEPENDENT SCHOOL DISTRICT
350 KELLER PARKWAY
KELLER, TX 76248

The tentative timeline for specifications is noted below and followed by the detailed requirements.

First Advertisement:	<u>February 8, 2019</u>
Second Advertisement:	<u>February 11, 19, 2019</u>
Deadline for Questions in Writing:	<u>February 25, 2019 by 2:00 pm CT</u>
Bids Due:	<u>March 1, 2019 by 2:00 pm CT</u>
Review Proposals:	<u>March 4, 2019 – March 22, 2019</u>
Tentative Board Approval:	<u>May 20, 2019</u>
Notification of Finalist:	<u>May 21, 2019</u>
Implementation Date:	<u>August 1, 2019</u>
Contract/Services Effective:	<u>January 1, 2020</u>

II. Introduction

The **Keller Independent School District** is a K-12 public School District based in Keller, Texas. Located in Tarrant County, serves more than 31,000 students and operates 41 schools.

Plan Effective Date

01/01/2020

Plan Year: Annual

All proposals must be received on or before 2:00 pm CDT, March 1st, 2019.

All questions must be received on or before 2:00 pm CDT, February 25th, 2019

III. Collusion

All Proposers shall sign the appropriate certification as provided on the signature sheet. The District may reject any Proposal that does not include the required certification.

IV. Compliance with Specifications

The Proposer shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

The District reserves the right to reject any or all Proposals that comply with these specifications, or to accept a higher Proposal price that complies, when, in the judgment of the District, such Proposal offers additional value or function, which justifies the difference in price.

V. Deviations From Specifications

All requested deviations from the specifications and requirements stated in the RFP must be specified in writing by the Proposer at the time the Proposal is submitted. The absence of a written list of requested deviations or exceptions when the Proposal is submitted will hold the firm strictly accountable to the District to the specification or requirement as written. The District reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a Proposal.

VI. Errors in Proposals

Proposers and their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications before submitting a Proposal. Failure to do so will be at the firm's risk.

VII. Quality of Professional Service

Keller ISD expects that each vendor will perform all contracted services in a good, thorough and professional manner consistent with industry and professional standards for similar services.

VIII. Signature to Bids

Each Proposal must show the full business address and telephone number of the firm and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Proposer to the contrary. The vendor is responsible for notifying Keller ISD in writing of any change of company name, address or contact person.

IX. Taxes

The District is exempt from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished upon request.

Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request.

X. Plan Design

Following are the most recent metrics for this client for the time period of 01/01/2018 to 12/31/2018.

Demographics and Plan Design

Avg Members Per Month (total lives to include dependents and employees)	4,423
Plan Paid – includes Specialty	4,221,503
Total Claims – includes Specialty	41,656
Retail Claims	41,147
Mail Order Claims	229
Generic Utilization Rate	86.4%

Copays	Retail (Network) 30 Day Supply ACO Plan (deductible does not apply)	Mail (Network) 90 Day Supply ACO Plan (deductible does not apply)
Tier 1	20% coinsurance with \$15 Max	\$25
Tier 2	20% coinsurance with \$40 Max	\$75
Tier 3	20% coinsurance with \$60 Max	\$125
Tier 4	20% coinsurance with \$150 Max	N/A

Copays	Retail (Network) 30 Day Supply HDHP (after deductible)	Mail (Network) 90 Day Supply HDHP (after Deductible)
Tier 1	20% coinsurance	20% coinsurance
Tier 2	20% coinsurance	20% coinsurance
Tier 3	20% coinsurance	20% coinsurance
Tier 4	N/A	N/A

Top - Drugs for time period 01/01/2018 To 12/31/2018

Top Drugs by Plan Paid	Top Drugs by Rx Count
1. STELARA	1. LEVOTHYROXINE SODIUM
2. CINRYZE	2. AMOXICILLIN
3. HUMIRA PEN	3. ESCITALOPRAM OXALATE
4. HUMIRA	4. LISININOPRIL
5. VYVANSE	5. SERTRALINE
6. COPAXONE	6. MONTELUKAST
7. CONCERTA	7. AZITHROMYCIN
8. COSENTYX SENSOREADY PEN	8. PREDNISONE
9. HUMALOG	9. AMPHETAMINE/DEXTROAMPHETAMINE
10. ADDERALL XR	10. OSELTAMIVIR PHOSPHATE
11. VICTOZA	11. AMOXICILLIN/CLAVULANATE
12. BASAGLAR KWIKPEN	12. AMLODIPINE BESYLATE
13. NUTROPIN AQ NUSPIN 10	13. ATORVASTATIN
14. CIMZIA	14. BUPROPION XL
15. OSELTAMIVIR PHOSPHATE	15. PANTOPRAZOLE SODIUM
16. TRULICITY	16. ALPRAZOLAM

17. ENBREL SURECLICK	17. CITALOPRAM
18. LATUDA	18. METHYLPREDNISOLONE DOSE PACK
19. XELJANZ XR	19. FLUOXETINE
20. ORENCIA CLICKJECT	20. FLUTICASONE
21. GENVOYA	21. MELOXICAM
22. AUBAGIO	22. SYNTHROID
23. FIRAZYR	23. LOSARTAN POTASSIUM
24. CREON	24. CYCLOBENZAPRINE
25. AMPHETAMINE/DEXTROAMPHETAMINE	25. VYVANSE

Implementation for this plan is scheduled for August 1st, 2019. Please include your exhibits, attachments, and a copy of your 2019 formulary with your proposal by the stated deadline.

Retail / Mail Pricing (based on a 3 year agreement)

Please confirm your acceptance of the above. Affirm that Action Pharmaceutical Consulting’s fees (\$2.25 per script plus \$2,400 annually) are included in the pricing.

Affirm: **Decline:**

XI. Traditional Quote

INSTRUCTIONS: Enter answers directly in shaded areas

1. Complete the following table for each proposed retail network:

Traditional Quote

90-day Retail Network: The NETWORK is defined as deeper discounts for Brand and same or better MAC list for generics. Retail 90 Network claim is 84-90 day supply. Claim rejects for 35-83 day supply in the Retail 90 Network.

Network Type	Broad Network	90-day Retail Network
List Chain Pharmacies excluded from either Broad or 90-day Retail network		
Single-source brand ingredient cost discount off AWP (Discount may not include savings from DUR; formulary savings; clinical savings; or DAW penalties)		
Multi-source brand ingredient cost discount off AWP		

Network Type	Broad Network	90-day Retail Network
Multi-source brands or brands with generics are included in which discount? Brand or generic?		
Effective brand discount (combined total of brand discount (excluding the items above) & U&C only		
The group requests applied rebates at point of sale. Please quote with the rebates applied at point of sale.		
MAC generic discount off AWP		
Non-MAC generic discount off AWP		
If the Maximum Allowable Cost (MAC) for generics is lower than the discounted AWP, will the MAC price prevail?		
<p>Overall Network Generic Effective Rate Guarantee (OGER) will include ALL generics. No exceptions.</p> <p>For the purposes of this rfp response, ALL Generics are defined as SSGs, zero balance generics, MAC and NON-MAC generics, U&C generics, authorized generics or originator generics.</p> <p>For purposes of this rfp response, SSGs are defined as: “Single-Source Generic Drug” means a prescription medication that is: (i) licensed and then currently marketed by one (1) Generic Drug manufacturer; (ii) is subject to patent litigation; or (iii) is not available in sufficient supply.</p> <p>AFFIRM by initialing in box to the right.</p>	<p><input type="text"/> Initial here that you have read and understand and will AGREE to the definition of Overall Network Generic Effective Rate Guarantee (OGER); as “all in” and the SSG definition as provided on the left.</p>	
Brand dispensing fee		
Generic dispensing fee		
Source of AWP, i.e. Medi-Span? Or other?		
If your MAC price is lower than the pharmacy’s Usual & Customary (U&C) price, will the MAC price prevail?		
Administrative fee for electronic claims		
Or , Administrative fee PMPM or PEPM (please specify which)		
Administrative fee for paper claims		
Are any chains excluded in your Retail 90 Network; please list if yes.		
Do you offer a Select Network that excludes a major chain and provides deeper discounts/better MAC rate? If yes, please indicate the pharmacy chain excluded and the improved pricing for brand awp and generic awp. The OGER needs to include SSGs and be ALL-in.		

2. Is the reimbursement arrangement guaranteed for the length of the contract on page 8 and as outlined above?
3. Are monies from any of the following applied directly or indirectly, in whole or in part to the retail brand discount (check all that apply)?

- U&C Savings
 - MAC discounts on multi-source brand products
 - Formulary rebates (earned or paid to PBM or the client)
 - Audit savings
 - Drug interchange savings (brand-to-brand or brand-to-generic)
 - DUR savings
 - Other utilization or clinical management savings (i.e., prior authorization)
 - Member cost share (i.e., member pay the difference on multi-source brand drugs)
 - \$0 claims
 - Other, please specify
-

4. If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as applying to the retail brand discount.
-

5. Are monies from any following applied directly or indirectly, in whole or in part to the retail generic discount (check all that apply)?

- U&C Savings
 - MAC discounts on multi-source brand products
 - Formulary rebates (earned or paid to PBM or the client)
 - Audit savings
 - Drug interchange savings (brand-to-brand or brand-to-generic)
 - DUR savings
 - Other utilization or clinical management savings (i.e., prior authorization)
 - Member cost share (i.e., member pay the difference on multi-source brand drugs)
 - \$0 claims
 - Other, please specify
-

6. Do you use one MAC list for all clients?
-

7. Affirm that the MAC list will be provided to the client upon written request.
-

8. Do you use one MAC drug list and pricing list for all pharmacies?

9. Or, does each pharmacy (chain) have a different MAC drug list and pricing?

10. Will any claims be reimbursed at a different rate than quoted? If so, list and indicate reimbursement rate. For example, compounds?

11. Is the same MAC drug list and discounts used for your contracted Retail 30 and Retail 90 network pharmacies?

12. Please confirm that the client will retain at a minimum 80% of audit recoveries through the Pharmacy Audit Compliance Program.

XII. Mail Service Pricing

Complete the following table for mail service pharmacy

Mail Service	Traditional
Single-source brand ingredient cost discount off AWP	
Multi-source brand ingredient cost discount off AWP	
Effective brand discount (combined total of single-source and multi-source)	
Applied Rebates for Brand ingredient cost discount off of AWP	
Generic ingredient cost discount off AWP	
Is generic discount guaranteed dollar for dollar	
Is MAC offered at Mail?	
Non-MAC generic discount off AWP	
Effective generic discount (combined total of MAC and non-MAC) to include ALL-in generics, e.g. SSGs	
Is effective generic discount guaranteed dollar for dollar	
If the Maximum Allowable Cost (MAC) for generics is lower than the discounted AWP, will the MAC price prevail?	

Brand dispensing fee	
Generic dispensing fee	
Source of AWP	
Is postage included in the dispensing fee	
Are postage paid envelopes provided	
Admin fee?	

XIII. Specialty Pharmacy

1. Provide a list of drugs dispensed and adjudicated through Specialty Pharmacy and the discount off of AWP for each drug. **Ensure that the list provided and the pricing attached to the list is consistent with Action Pharmaceutical Consulting’s policy of limiting specialty drugs to 30-day supply. Pricing should reflect client’s plan design, e.g. mandated or, if allowed, retail exception.**

2. Does your organization subcontract Specialty Pharmacy? If yes, to whom? How is this coordinated/integrated with Customer Call Center and reporting?

3. Are rebates paid on Specialty Pharmacy Drugs?

4. Is a registered pharmacist available 24 hours?

5. Are supplies included in the discounted price for Specialty? Or, are they priced separately?

6. Affirm you will allow a 30-day supply limit for Specialty drugs?

7. Do you prior authorize all Specialty products? If no, provide a list of the drugs or classes of drugs you do not subject to prior authorize? Please do not respond that this is left up to the Client to decide. If a prior authorization is approved, what time period is loaded into the system? If PA is over a year, please explain.

8. Do you offer Step Therapy on Specialty drug products? If so, please highlight the drugs that have Step Therapy. Is this based on formulary/non-formulary or some other criteria? For what classes of drugs are you able to provide ST?

9. Do you exclude any Specialty Pharmacy drugs? If yes, which drugs are excluded?

10. Is the customer call center for Specialty in a separate location from mail/pharmacy call center? Are RNs available for specific disease states?

11. Is there a separate charge for special handling or to overnight medications?

12. Are oral tabs/units for HIV meds considered Specialty?

13. Are transplant medications considered Specialty?

14. Will you allow limiting certain oral oncology drugs to a specific days supply for the initial fill, i.e. partial fill? What drugs do you limit in partial fill program, please list them.

15. Please affirm that client will have the ability to annually renegotiate, and or "carve-out" specialty drug pricing and service terms.

16. Do you auto-ship specialty medications?

17. Do you reach out every month to the specialty member on every specialty drug dispensed to ensure a new fill is needed and nothing has changed regarding the health status of the member? If no, explain.

18. All specialty pharmacies claim to provide high-touch patient care. Explain your service model and how it differentiates your specialty pharmacy.

19. Are you able to dispense nationally?

20. Do you have the capabilities to process claims under the medical benefit? How is delivery coordinated?

21. Describe your dose management programs.

22. Describe your error prevention/quality assurance program.

23. Describe your procedure to handle physician and patient complaints and grievances.
-
24. What is included in your standard report? Please provide samples.
-
25. How do you support the collection and monitoring of laboratory data?
-
26. Does your company assume the cost for replacement of lost, spoiled or stolen medications?
-
27. Describe the patient education materials that are included in shipments to new patients and for refills.
-
28. Which disease states has your specialty pharmacy built care programs around and how many years of experience you have in each?
-
29. Provide an overview of your therapy management programs, including cost savings, adherence to therapy, improved outcomes, reduced health care costs and improved quality of life.
-
30. What is your process for identifying inappropriate quantities/use of specialty medications?
-
31. What processes are in place to support a client related to the introduction of a new specialty pharmacy product?
-
32. Explain the pipeline monitoring resources available to client. Does this include projected financial impact?
-
33. What percentage of Limited Distribution Drugs are you able to dispense? Provide list.
-
34. How do you support the client on prescriptions you are unable to fill?
-
35. Please detail your long-term strategic plan in regard to specialty pharmacy.
-

XIV. Compounds

1. Are you able to provide detailed compound reports that include each ingredient and associated cost in a compound prescription?

2. What dispensing fee do you allow for compounds?

3. Describe the process for rejecting a claim in which one or more ingredients are excluded.

XV. Administrative Fees

Please check the box for items included in the administration fee:

<input type="checkbox"/>	Ad hoc reports
<input type="checkbox"/>	Administrative plan overrides
<input type="checkbox"/>	Administrative Prior Authorizations such as vacation override, refill too soon, etc.
<input type="checkbox"/>	Appeals Level One
<input type="checkbox"/>	Appeals Level Two
<input type="checkbox"/>	Paid claims file with each billing cycle
<input type="checkbox"/>	Communication production for communications for future plan changes or new programs
<input type="checkbox"/>	Communication production for install communications
<input type="checkbox"/>	Communications bulk shipping and handling
<input type="checkbox"/>	Communications shipping and handling to members' homes
<input type="checkbox"/>	Connectivity charges to online system
<input type="checkbox"/>	Cost to put logo on ID card
<input type="checkbox"/>	Eligibility files maintenance fees for daily electronic submissions
<input type="checkbox"/>	Eligibility files maintenance fees for paper submissions
<input type="checkbox"/>	File needed to send to the FSA administrator to validate use of FSA debit card
<input type="checkbox"/>	Health Risk Surveys
<input type="checkbox"/>	ID Cards Combo (Medical /Rx) ID cards
<input type="checkbox"/>	Implementation
<input type="checkbox"/>	Independent Review Appeals
<input type="checkbox"/>	Accumulator file to medical carrier for high deductible plan or PPACA mandate in 2015
<input type="checkbox"/>	Open Refill File to new PBM at no cost
<input type="checkbox"/>	Prior Authorization or Specialty member load from prior vendor
<input type="checkbox"/>	Replacement ID cards
<input type="checkbox"/>	Tobacco Cessation Programs
<input type="checkbox"/>	Communication for PPACA Requirements

If items not -checked in the Administration Fees list above, please list below any administrative or clinical fees for unchecked items above:

XVI. Implementation Allowance and Rebates

Implementation Allowance

1. Are you willing to provide an implementation allowance for the client? If so, please quote it on a per member amount and timeframe that it must be used and any other restrictions.
-

Rebates

1. Do you contract directly with manufacturers? Do you use an aggregator? If yes, name your aggregator(s).
-
2. Provide the following information pertaining to the rebate guarantee. Show rebates guarantees for Traditional Pricing Model:
-

Rebates are paid on claims <84 days and Retail 90 rebates are paid on claims 84-90 days.

	Retail 30 Network (1-34 DS)	Retail 90 Network (84-90 DS)	Mail (90 DS)
Rebates quoted are Minimum Guarantees			
Quote rebates on a per all brand claims. Do not use percentages for rebates. <u>You must quote a \$\$ amount EVEN IF YOU ARE QUOTING APPLIED REBATES OR POINT OF SALE REBATES.</u> Rebates are based on all brand rx's <u>regardless of days' supply</u> , e.g., a retail claim for a brand that is 14 days' supply counts as a brand rx. It is not to be excluded from rebate guarantees. Do not quote rebatable brands. Base quote on ALL brands			
<u>Affirm</u> that rebates quoted above are NET of any formulary management fees.			
Will rebates earned above the guarantee be shared? Pass thru model would assume 100% is passed thru to client. Please confirm.			
Do rebates above include administrative fees, incentives and other manufacturer revenue? i.e., Gross			
Rebates quoted are based on <u>2014</u> formulary underwriting assumptions and not 2013 or prior years. Affirm in the box to the right.			

Rebates must be paid to the client quarterly based on prescriptions dispensed with an annual reconciliation.			
All rebate revenue earned by the client will be paid to the client regardless of their termination status as a client.			

3. What percentage, if any, of all rebates will be retained as formulary management fee?

4. Confirm that rebates earned above the guarantee will not be applied to meet any other network or mail order discounts or savings guarantee?

5. The PBM agrees to notify the client or its designee, in advance but no less than 30 days when a formulary drug is targeted to be removed from the formulary. The selected PBM must agree to provide a detailed disruption and financial impact analysis at the same time.

XVII. Clinical Programs and Savings

Please complete the following

Program	Included in admin fee? (Yes/No)	If not, additional cost:	Savings guarantee:	Are savings guaranteed dollar for dollar? (Yes/No)	If not, indicate amount at risk:
Concurrent DUR					
Retrospective DUR					
Clinical Prior Authorization & other benefit coverage rules					
Administrative PA Charge (vacation overrides, lost or stolen meds, etc.)					
Step Therapy Program charge					
Quantity and Dosing Limit charge					

XVIII. Client Level Reporting Requirements

1. Confirm you have on-line access for detailed, custom reporting at no additional charge for the client and for Action Pharmaceutical Consulting.

2. Confirm you have on-line access for shared reporting at no additional charge for the client and for Action Pharmaceutical Consulting.

3. Confirm that Action Pharmaceutical Consulting will have on-line access to the client's reporting within 60 days of go-live date at no additional charge for the client or for Action Pharmaceutical Consulting.

4. Confirm that PBM will run reports as needed at no additional charge to the client. (Client or Action Pharmaceutical Consulting generally runs these; however, there may be a time when the PBM has to run a report because the client or APC cannot; i.e., compound detail reports are usually run by the PBM).

5. Confirm that reports will be delivered to client and Action Pharmaceutical Consulting in Excel format.

6. Confirm that PBM will provide a detail compound report at no additional charge that includes each ingredient listed in the compound prescription as well as the cost of that compound prescription.

7. Confirm that PBM will provide a detail specialty pharmacy report at no additional charge that includes number of unique utilizers.

8. Confirm that PBM will provide a detail specialty pharmacy report at no additional charge that designates if the claim is an employee, spouse, or child...

XIX. Contract Terms, Conditions and Definition Clauses

Definitions:

The following definitions will be incorporated into the final Agreement between the client and PBM:

“AWP” means “Average Wholesale Price” or “AWP” is based on the actual 11-digit National Drug Code (NDC) specific to the drug and quantity dispensed at the decimal level, submitted by the network pharmacy on the date filled for a prescription drug that is compared to the “AWP” as supplied by a nationally recognized pricing source (i.e., Medi-Span) on the date of service and applies to both retail and mail order claims. PBM will use a single data reporting source for determining Client’s AWP pricing. Following notice to Client, any other nationally available reporting service of pharmaceutical classifications and prices can be selected and utilized by PBM as a classification and pricing source for prescription drugs. PBM will utilize the same data source for classifying and pricing drug claims to Client and for reimbursing the dispensing Participating Pharmacy for the same drug claim. PBM will apply updates made by nationally recognized drug source such as Medi-Span or, following notice to Client, other nationally recognized source simultaneously for classifying and pricing to Client and for reimbursing the dispensing Participating Pharmacy. The package size applicable to a mail service pharmacy drug claim shall mean the actual manufacturer’s 11-digit NDC of the drug used to fulfill the quantity dispensed.

“Brand Drug” means, for all purposes hereunder, including any and all Rebates paid to Client - and without change throughout claims adjudication process to comply with any Performance Guarantee Reconciliation Process, a prescription drug where the Medi-Span multisource code attached to the 11 digit NDC for such drug indicates an “N” (a single source brand name drug product available from one manufacturer and is not available as a generic), an “M” (a brand drug product that is co-branded and not considered generic, nor is it available as a generic, and is generally considered a single –source drug product despite multiple manufacturers), or an “O” (an original brand drug product available from only one or more manufacturers as a generic).

“Generic Claim” means, for all purposes hereunder, and without change throughout the adjudication process to comply with the performance guarantee reconciliation process, a prescription drug that is an authorized generic, trade-marked generic, single-source generic, multi-source generic, MAC or non-MAC’d generic, under patent litigation, in short or limited supply or an originator generic. All-in Generic Claim financial guarantees will include all Generic Claims as described hereunder and will not be reclassified as a Brand for calculating a “Brand Claim” financial guarantee.

“Net paid claim” means, +1=1+1= net paid claim even if in two separate billing cycles.

“Paid Claim” means each drug Claim that is dispensed to a member and paid by the Sponsor or member, and shall not include any denied Claims. With respect to any dispensed and paid Claim, if the Claim is adjusted in any way, the Claim shall constitute only one Paid Claim.

“Guaranteed Net Effective Brand Drug Discount” and **“Guaranteed Net Effective Generic Drug Discount”** calculations for both mail and retail 30 and retail 90 shall be defined as follows:

Generic –Minimum Generic Effective Rate Guarantees for both mail and retail shall be defined as follows:

1-(Aggregate Discounted Ingredient Cost / Aggregate Undiscounted AWP)

- a. Aggregate Discounted Ingredient Cost before the application of co-payments will be used in this calculation.
- b. Dispensing Fees will not be included in the Aggregate Discounted Ingredient Cost.
- c. Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP from the date of service will be used.

- d. Aggregate Undiscounted AWP will be the AWP of the 11-digit NDC of the product dispensed, and in no event shall Average AWP be used.
- e. Both single-source and multi-source generic products will be included in the guarantee.
- f. Zero balance claims (as defined below) will be included in the calculation using only the value of the applicable Discounted Ingredient Cost. Dispensing fee is not discounted ingredient cost.
- g. Compounds, Specialty claims, OTC claims, 340B and claims with ancillary charges are excluded from the guarantee calculation.
- h. DUR edits savings and/or achieved clinical or formulary savings or DAW penalty savings are excluded from the discount guarantee calculations.

Generic Guarantees will be reconciled in the aggregate on an annual basis by channel. Any shortfall between the actual result and the minimum guarantee will be paid, dollar-for-dollar, to the client within 90 days following the end of the plan year (“Measurement Period”). Savings generated from DUR, Clinical, Formulary rebates, Formulary savings, or dispense as written penalty savings will not be included in the discounted AWP or effective rate guarantee.

Brand – Minimum Brand Effective Rate Guarantees for both mail and retail 30 and retail 90 shall be defined as follows:

1-(Aggregate Discounted Ingredient Cost / Aggregate Undiscounted AWP)

- a. Aggregate Discounted Ingredient Cost before the application of co-payments will be used in this calculation.
- b. Dispensing Fees will not be included in the Aggregate Discounted Ingredient Cost.
- c. Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP from the date of service will be used.
- d. Aggregate Undiscounted AWP will be the AWP of the 11-digit NDC of the product dispensed, and in no event shall Average AWP be used.
- e. Both single-source and multi-source brand products will be included in the guarantee.
- f. Zero balance claims (as defined below) will be included in the calculation using only the value of the applicable Discounted Ingredient Cost. Dispensing fee is not discounted ingredient cost.
- g. Compounds, Specialty claims, OTC claims, 340B and claims with ancillary charges =are excluded from the guarantee calculation.
- h. DUR edits savings and/or achieved clinical or formulary savings or DAW penalty savings are excluded from the discount guarantee calculations.

Brand Guarantees will be reconciled in the aggregate on an annual basis by channel. Any shortfall between the actual result and the minimum guarantee will be paid dollar-for-dollar to the client within 90 days following the end of the plan year. (“Measurement Period”). Savings generated from DUR, Clinical, Formulary rebates, Formulary savings, or dispense as written penalty savings will not be included in the discounted AWP or effective rate guarantee.

“Performance Guarantee Reconciliation Process” PBM agrees to allow the client the right to perform a contract compliance review, with full cooperation of the selected vendor, the services and pricing (including rebates) provided by the selected vendor to validate compliance with all program requirements and contractual guarantees. PBM agrees to perform and complete within 90 days of the end of Client’s plan year a reconciliation of all network and mail order discount true up guarantees and dispensing fee guarantees.

Terms

The following conditions/ terms will be incorporated into contract definitions section.

“Single-Source Generic Drug” means a prescription medication that is: (i) licensed and then currently marketed by one (1) Generic Drug manufacturer; (ii) is subject to patent litigation; or (iii) is not available in sufficient supply.

“Zero balance claims” means a prescription claim for which the plan paid zero dollars.

“Rebates” means PBM will base rebate payment guarantees on ALL brand claims to include any zero balance claims and multi-source brand claims. Language using the word “average” will not be allowed when determining eligible mail order claims for rebates. Rebate reconciliation will occur within 90 days of the end of the calendar or plan year. Rebates earned over the minimum guarantees cannot be used to offset under performance in any of the retail or mail channel discounts or guarantees. Rebates earned on claims incurred prior to contract termination will be paid after termination of any agreement assuming Client is current on payment obligations.

Clauses

The following Dispute Resolution will be incorporated into the contract.
FYI- Binding Arbitration or Mediation will not be allowed.

“Dispute Resolution” Except for those matters subject to emergent or injunctive relief, in the event that any dispute relating to this Agreement arises between the client and PBM, either party may, by written notice, demand a meeting regarding the dispute, to be attended by executive officers of each party, who will attempt in good faith to resolve the dispute. If the dispute cannot be resolved through executive negotiations within thirty (30) business days after the date of the initial notice, each party will retain all rights to bring an action regarding such matter in accordance with law. This Section is without prejudice to either party’s right to seek interim relief against the other party (such as injunction) through local courts to protect its rights and interests, or to enforce the obligations of the other party.

Please check your acceptance/rejection of the above terms and definitions:

Affirm: **Decline:**

If you decline, you are declining the entire section and your proposal will be invalidated. Either affirm or affirm with caveats by inserting comments or suggesting language in specific areas to substantiate your unwillingness or inability to comply.

XX. General Information

Describe the assumptions used for reimbursement rates, administrative fees or rebates that were not fully disclosed above.

1. State whether quoted fees would change based on enrollment or other factors. If any, please describe.

2. Attach a copy of the formulary that will be used for the client.

3. PBM agrees to have presentation material to Action Pharmaceutical Consulting no later than 5 days before any scheduled client review meeting or face a \$1,000 penalty. PBM will set the meeting date.

XXI. Terms and Conditions

1. PBM is not allowed to contact the client for any reason during this proposal process.
2. The client reserves the right to accept or reject any or all proposals or any part thereof, and to waive any or all informalities.
3. All pricing obligations shall prevail for at least 90 days after the -proposal date.
4. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.
5. The PBM acknowledges that it is compliant with the electronic Data Interchange ("EDI"), Privacy and Security Rules of the Health Insurance Portability and Accountability Act ("HIPAA"), and will execute the appropriate Business Associate Agreement ("BAA") as provided by the client. PBM also agrees that in the event of a privacy violation or data breach, that the PBM will notify the client and the impacted members to a breach and provide any required remedies to keep members whole.
6. There are no additional and/or miscellaneous fees (beyond those outlined in the pricing section) required to administer the services outlined in this proposal.
7. The client will not provide a security deposit.
8. Members will pay the lowest of the following (i) plan co-pay; (ii) plan contracted discounted price + dispensing fee; (iii) U&C or; (iv) retail cash price. In no event will the member pay full co-pay if the U&C cost is lower.
9. The client will not be held responsible for time or miscellaneous costs incurred by the PBM in association with any audit process including, all costs associated with provision of data, audit finding response reports, or systems access, provided to the client or its designee by the PBM during the life of the contract. Please note: This includes any data required to transfer the business to another vendor and money collected from lawsuits and internal audits.
10. Confirm that your fees include the cost of claims incurred/filled during the effective dates of this contract regardless of when they are actually processed and paid (run-out).
11. All claims records are the sole property of the client. Selling of the client's data to outside entities must be approved in advance.

XXII. Special Provisions

Confidentiality

All materials and information provided by the District or acquired by the offeror on behalf of the District shall be regarded as confidential and proprietary information in accordance with Federal and State laws and appropriate ethical standards. The offeror must ensure the confidentiality of such materials and/or information and shall not disclose said materials and/or information, in whole or in part, without specific written authorization.

Conflict of Interest

The Contractor shall certify in writing that no relationship exists between the Contractor and the District or consultant that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict with respect to a KISD contract. The Contractor shall provide assurances that it presently has no interest and shall not acquire an interest, either

directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Contractor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract. It is the policy of the District to prohibit any individual or business entity from conducting business with the District if such person(s) currently owe(s) the District any money which is past due or delinquent on property taxes, impact fees, utility bills, municipal court fees, or damage claims for any property. Submission of a proposal by Contractor and acceptance of the offer by the District signifies full agreement with this policy.

Disclosure

Each offeror must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation, or investigation pending which involves the offeror or in which the offeror has been judged liable or guilty. This is a continuing disclosure requirement. Specifically, for the period ending on the date of termination of the contract resulting from this RFP, any litigation or investigation must be disclosed in a written statement to the District within fifteen (15) days of its occurrence. Failure to comply with the terms of this provision will disqualify any proposal and/or serve as grounds for termination of the contract entered into with respect to this project. The District reserves the right to reject any proposal based upon the offeror's prior history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Governing Law

The contract shall be governed in all respects by the laws of the State of Texas.

Indemnity

Contractor agrees to indemnify and hold the District harmless against any and all claims for damages, costs, and expenses to persons or property that may arise or be caused by any negligent act or omission of the awarded offeror or any officer, agent, servant, employee or associate of the awarded offeror in the execution or performance pertaining to this agreement. The indemnity clause in the contract will need to contain express negligence language.

Insurance

Contractor shall procure and maintain, appropriate insurance coverage, including as a minimum fiduciary liability and errors and omissions liability, with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the District upon request.

Warranty

The District believes that the underwriting information contained in these specifications is sufficient for preparation of responses. The information is believed to be accurate and up-to-date.

NO WARRANTY IS MADE OR IMPLIED AS TO INFORMATION CONTAINED IN THESE SPECIFICATIONS OR SUPPLIED AS SUPPLEMENTAL INFORMATION.

XXIII. Requirements

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the DISTRICT.

Proposal documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the DISTRICT. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

Proprietary information must be included in a separate package and clearly marked, "Proprietary Information". The decision as to whether information is proprietary shall reside with DISTRICT.

Data contained in this Proposal and in any Proposal submitted becomes the property of each DISTRICT.

Submit one (1) original, two (2) copies of the proposal must be returned in a sealed envelope bearing the RFP name, RFP number, and the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2pm. CST March 1, 2019 @ 2pm and should be addressed to:

Keller Independent School District
Purchasing Department
Attn: Lori Tudor
350 Keller Parkway
Keller, Texas 76248

XIV. Evaluation Factors

The DISTRICT will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the DISTRICT as described in the Firm's response to each requirement listed in the RFP. The Selection Committee will review all written proposals that meet the minimum requirements and will select what it deems to be the top two to four proposals for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

XV. Certification and Authorization

The undersigned certifies that he has fully read RFP #1903-09 and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Offeror, and that the contents of this proposal have not been communicated to any other Offeror prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street District State Zip

Order Address: _____
P.O. Box or Street District State Zip

Remit Address: _____
P.O. Box or Street District State Zip

Federal Tax ID No.: _____

Date: _____

Attachment A

REFERENCES

Using the format outlined below, please provide three current client references and three former client references for which you provided the same services. References should be based on the office that will be providing services to Keller ISD. Please include at least one School District in current and former client reference if possible.

Current Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Former Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

Former Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

Former Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

CONTACT INFORMATION

ADDRESS TO SEND ORDERS:

REMIT TO ADDRESS:
(If different from order address)

Company Name

Company Name

Address

Address

City, State, Zip

City, State, Zip

Phone #

Phone #

Fax #

Fax #

Contact name/department

Contact name/department

Email address

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 or 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

I, the undersigned 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.

Please select *ONE* choice below:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): _____

Details of conviction (s): _____

Please complete the information below:

Name of Vendor: _____
(Please type or print)

Name of Company Official: _____
(Please type or print)

Signature of authorized agent: _____ Date: _____

Conflict of Interest Questionnaire

FORM CIQ

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

<p>OFFICE USE ONLY</p> <p>Date Received:</p>

1. Name of person doing business with local government entity.

-
2. Check this box if you are filing an update to a previously filed questionnaire:

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1st of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

-
3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

-
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

For vendor or other person doing business with local government entity

- 5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

_____ Yes _____ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

_____ Yes _____ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

_____ Yes _____ No

- D. Describe each affiliation or business relationship:

- 6. Describe any other affiliation or business relationship that might cause a conflict of interest.

X _____
 Signature of person doing business with the local governmental entity Date

****This form must be signed and dated****

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company

Authorized Representative (Print)

Signature

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

U.S Department of Agriculture

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read the instructions below.)

Please check one choice below:

- The prospective lower tier participant certifies, by submission of this proposal, 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.

- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature Date

Instructions For Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*

- 2. The prospective bidder shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*

- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Keller ISD Proposal Form at the prices and transportation costs as proposed.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- e. Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Keller ISD shall have the right to annul this contract without liability;
- f. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and can be obtained directly from the Keller ISD Purchasing Office, 350 Keller Parkway, Keller, TX 76248
- g. The undersigned certifies that to his/her knowledge no Keller ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.

Respondent acknowledges receipt of Addenda number ___ through ___ and has incorporated the provisions therefore into this proposal.

AUTHORIZED SIGNATURE PRINT NAME

TITLE DATE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		Keller Independent School District 350 Keller Parkway Keller, Texas 76248
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.