

PUBLIC NOTICE

RFP 2013-011 PHARMACY BENEFIT MANAGEMENT SERVICES

Notice is hereby given that the County of Webb is soliciting Request for Proposals for Pharmacy Benefit Management Services for the Webb County Indigent Health Care Program.

Proposals must be submitted in one (1) original and eight (8) copies in sealed envelopes to the Webb County Clerk's Office. Sealed envelopes must be marked (Sealed Proposal) with Proposal number and title on front lower left hand corner of the envelope.

**Mark Proposal:
RFP-2013-011: Pharmacy Benefit Management Services"**

Proposals should be either hand delivered or mailed to the following location:

Webb County Clerk
Webb County Justice Center
1110 Victoria Street, Suite 201
Laredo, Texas 78040

The enclosed REQUEST FOR PROPOSAL and accompanying SPECIFICATIONS are for your convenience in offering Pharmacy Benefit Management services for Webb County.

Sealed proposals must be delivered no later than **2:00 P.M., Wednesday, July 31, 2013** at which time all proposals received will be opened and read to the public. Proposals received after the date and time specified will have no consideration.

Proposals must be held by the County of Webb for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the proposals.

If any additional information is required, please contact Nancy Cadena at Webb County Indigent Health Care Services Department at ncadena@webbcountytx.gov or Leticia Gutierrez at Purchasing Department at lgutierrez@webbcountytx.gov. Please visit our website for a copy of the proposal notice and specification under the Purchasing Department at <http://www.webbcountytx.gov/PurchasingAgent>.

The County of Webb reserves the right to reject any and all Proposals.

Dr. Cecilia May Moreno
Purchasing Agent

THIS FORM MUST BE INCLUDED WITH RFP-PACKAGE; PLEASE CHECK OFF EACH ITEM AND SIGN

“Sealed Proposal Checklist”

RFP-2013-011 “Pharmacy Benefit Management Services”

- Public Notice
- Scope of Work
- Evaluation form
- Terms and Conditions (Please read)
- List Three Companies form (required)
- Attachment A (Please read)
- Conflict of Interest Forms (required)
- Certification Regarding Debarment (Form H2048) (required)
- Certification Regarding Federal Lobbying (Form 2049) (required)
- Proof of No Delinquent Tax Owed to Webb County (required)
- Proposer Information (required)
- References (required)

Signature

**WEBB COUNTY
REQUEST FOR PROPOSAL**

RFP - 2013- 011”**PHARMACY BENEFIT MANAGEMENT SERVICES”**

(PBM) For Indigent Health Care

**WEBB COUNTY
SPECIFICATIONS AND SCOPE OF SERVICES**

GENERAL: It is the intent of the following specifications to describe the pharmacy benefits management services for indigent health care needed for the Webb County Indigent Health Care Services Department.

SCOPE: WEBB COUNTY desires to contract for pharmacy benefits management services for indigent health care for the WEBB COUNTY INDIGENT HEALTH CARE SERVICES DEPARTMENT.

Proposals must provide a 24 month guarantee with a contract period starting on the date of award, with the option to renew for an additional one (1) year option with process remaining constant. At the end of each year, a review of pricing and a determination of continued service will be made.

The estimated annual usage is \$30,000.00. A purchase order will be issued on an as needed basis.

Proposals should respond clearly and concisely in writing to all the inquiries contained in the proposal questionnaire. If a response requires reference to an exhibit, it should be specific as to location and paragraph. Proposers electing not to answer certain questions should explain their reasons for not responding.

Though it is the intent of this contract to be exclusive, WEBB COUNTY reserves the right to purchase elsewhere to the extent of medical necessity.

PRESCRIPTION MANAGEMENT SERVICES for Indigent Health Care.

Please address Items A-I in the order provided.

A. ORGANIZATION AND CONTRACTING

1. Provide a brief description of your organization. Include:
 - a. The length of time you have been in the Pharmacy Benefits Management (PBM) business.
 - b. Please provide a copy of your latest financial records i.e. Balance Sheet, Profit and loss statement.
2. Provide three (3) references, including client name, size of group, contact name, address, telephone number and email address. **REFERENCES PROVIDED SHALL BE**

OTHER COUNTY GOVERNMENTS ENTITIES SPECIFIC TO INDIGENT HEALTH PROGRAMS IF POSSIBLE.

3. Provide three (3) discontinued customers. Include client name, size of group, contact name, address, telephone number and email address and reason for termination.
4. Describe any current or pending claims, suit settlements or arbitration against your company during the past five (5) years. Provide a brief summary of the circumstances and ultimate resolutions.
5. Will you receive income or compensation from any source other than your administrative fee? If so please identify all sources and method of remuneration.
6. Have you ever been cited for violations by the Drug Enforcement Administration (DEA)?

B. NETWORK ADMINISTRATION

1. How long has your retail network been in existence? How many total/Webb County pharmacies are currently in your network?
2. Would you be willing to expand or restrict your network at the Client's request?

C. CUSTOMER AND CLIENT SERVICE

1. Where is your Customer Service unit located? What are the hours of operation?
2. Do you have an automated telephone service or are calls answered by a Customer Service Representative directly?
3. Please provide the following information regarding the account representative that would be assigned to this account:
 - a. Name
 - b. Title
 - c. Years of experience in the prescription drug business
 - d. Length of service with your company
 - e. Responsibilities
 - f. email address
 - g. Telephone number/cell number
4. Would this person be our primary contact for all ongoing service needs?
5. Would this person be available for on-site meetings - if needed?
6. Describe your detailed plan for program implementation if awarded this contract. The plan should describe each key step and the person responsible along with start and stop dates.
7. Describe your standard internal audit procedures (Who performs, frequency, etc.) and

results.

8. Does your program allow for a fully customized plan that includes individualized formularies that can be modified at any time, by the County? If so, please elaborate.
9. Is training staff training on provided software available at no cost?

D. FINANCIAL / PRICING (Must answer all questions)

1. Describe the prescription pricing structure including: Average Wholesale Cost (AWP), (Maximum Allowable Cost) MAC and dispensing fee.
 - a. Describe the pricing structure for network providers, delineating for brand and generic products separately.
 - b. What is your source for AWP and how often is it updated?
 - c. What quantity basis is AWP calculated from?
 - d. Access to free medications?
2. What is the maximum allowable cost (MAC), expressed as a percentage of all available generics?
 - a. Average MAC discount off AWP (generic drugs)?
3. Explain how the usual and customary (U&C) price is monitored.
4. Explain the actual procedure/mechanics that will be implemented to the program.
5. Explain payment procedures/methods to participating pharmacies.
6. Is there a price differential between the amount billed to Webb County IHC and the amount paid to the pharmacy for generic drugs?
7. Is there a price differential between the amount billed to Webb County IHC and the amount paid to the pharmacy for brand drugs?
8. What percentage of all available funds received through drug rebates will be passed through to the County?
9. What is the process necessary for Webb County to receive these rebates?
10. Will you provide an audit trail on 100% of all funds received from pharmaceutical companies on request?

E. TECHNICAL REQUIREMENTS

1. Web based software for full and real time access to transactions.
2. Formulary management.

3. Access to software giving us information on free medications, with a tracking module.
4. Ability to view transaction regardless of where it is filled.
5. Patient history/transactions.
6. On line eligibility control.
7. Systems to prevent abuse.
8. Access to MAC pricing on generics.
9. Loading of software on COUNTY equipment.
10. Staff training on provided software. (Detail computer hardware requirements.)
11. Are your discounts applied to indigent customer paid prescriptions?

F. INFORMATION MANAGEMENT AND REPORTING

1. Does your system provide the capability to produce ad hoc reporting upon request?
Typically, how long after the request can the client expect the report?
2. Include sample standard reports.

G. DRUG UTILIZATION / DATA MANAGEMENT

1. What types of utilization review programs do you have?
2. Does your program screen on a prospective basis for the following:
 - a. drug interaction
 - b. therapeutic duplicates
 - c. refill too soon
 - d. duplicate claims
 - e. over-utilization
 - f. account restriction management.
 - g. coverage up \$100 per Rx only
 - h. limit coverage to 3 Rx per month up to 30 day supply
 - i. allow substitution of medications based on cost (ex. Rx #3 = \$20 but RX #4 = \$80) so that patient can purchase less expensive Rx.

H. BILLING

1. Describe your billing system software and reporting capabilities.
2. Does your program provide instant, real-time claims data and reports, accessible to the County at any time from our desktop computers?

3. Does your program provide the ability to monitor prior authorization data in real-time?
4. Is your prescription drug plan program transparent and pass-through?

I. EVALUATION

The below list is 20 of our most common medications. Please price this list based on AWP less (percent) % plus dispensing fee and show a total price. The list will be used for evaluation purposes.

NDC Code	Name	Qty	Generic	CIHCP Rate	AWP	-	%	+	Disp. Fee	+	Admin. Fee	=	Total Price
59762371903	Alprazolam	90	Generic	\$30.19		-		+		+		=	
00093227534	Amoxicillin/clavulanate Potass	20	Generic	\$53.52		-		+		+		=	
00406035705	Apap/hydrocodone Bitartrate	40	Generic	\$6.94		-		+		+		=	
00603388721	Apap/hydrocodone Bitartrate	120	Generic	\$44.94		-		+		+		=	
60505083305	Azelastine Hydrochloride	30	Generic	\$55.62		-		+		+		=	
00093314705	Cephalexin	20	Generic	\$16.48		-		+		+		=	
53746046605	Ibuprofen	30	Generic	\$7.57		-		+		+		=	
00378561578	Levetiracetam	120	Generic	\$100.00		-		+		+		=	
13668001760	Levetiracetam	60	Generic	\$100.00		-		+		+		=	
00054457125	Methadone Hcl	180	Generic	\$16.27		-		+		+		=	
00406577101	Methadone Hydrochloride	120	Generic	\$11.46		-		+		+		=	
00093511601	Pentoxifylline	90	Generic	\$54.32		-		+		+		=	
51991045757	Polyethylene Glycol 3350	527	Generic	\$24.13		-		+		+		=	
00185003451	Tizanidine Hcl	130	Generic	\$82.43		-		+		+		=	
62756026002	Zonisamide	90	Generic	\$100.00		-		+		+		=	

NDC Code	Name	Qty	Brand	CIHCP Rate	AWP	-	%	+	Disp. Fee	+	Admin. Fee	=	Total Price
62856024330	Aciphex	10	Brand	\$92.61		-		+		+		=	
55111033901	Amlodipine Besylate And Benaze	30	Brand	\$43.61		-		+		+		=	
00025152531	Celebrex	20	Brand	\$92.49		-		+		+		=	
00006011754	Singulair	19	Brand	\$95.36		-		+		+		=	
63481068447	Voltaren Gel	200	Brand	\$67.57		-		+		+		=	

See Attachment A for benefits plan.

EVALUATION CRITERIA:

Proposals will be evaluated based on the following criteria:

Compliance and meeting the needs of Webb County:	15 points
Experience, reputation and references for like work	10 points
Capabilities/ compatibility with CIHCP software	25 points
Negotiated Price	50 points

Webb County reserves the right to negotiate the contract in accordance with Local Government Code section 262 for requests for proposals.

PROPOSAL DEADLINE:

Proposals must be submitted in one (1) original and eight (8) copies in sealed envelopes to the Webb County Clerk’s Office. Sealed envelopes must be marked (Sealed Proposal) with Proposal number and title on front lower left hand corner of the envelope.

**Mark Proposal:
RFP-2013-11: Pharmacy Benefit Management Services”**

Proposals should be either hand delivered or mailed to the **Webb County Clerk, Webb County Justice Center, 1110 Victoria Street, Suite 201, Laredo, Texas 78040** no later than **2:00 P.M., Wednesday, July 31, 2013** at which time all proposals received will be opened and read to the public. Proposals received after the date and time specified will have no consideration.

PREFERENTIAL REQUIREMENT: The County of Webb, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located: _____
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes," what is that dollar increment or percentage? _____ %

TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Webb County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Webb County fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. Webb County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Webb County Clerk's Office shall be the official time of receipt.

ALTERING PROPOSALS: Any inter-lineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date designated for the receipt of proposal, and Proposer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Proposers, their representatives and interested persons may be present. The proposals shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing Proposers, and kept secret during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by Proposer as such.

SALES TAX: Webb County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

CONTRACT AWARD: Webb County reserves the right to award the contract to the evaluated lowest proposal resulting from negotiation, considering the weighted factors of evaluation.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by Webb County, shall constitute a contract equally binding between the successful Proposer and Webb County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Webb County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Webb County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for award. Proposer's taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the RFP. Webb County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Webb County Purchasing Agent. Addenda will be available to all at <http://www.webbcountytx.gov/PurchasingAgent>.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies), service(s).

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A Proposer must affirmatively demonstrate their responsibility. A Proposer must meet the following requirements:

- 1.) have adequate financial resources, or the ability to obtain such resources as required;
- 2.) be able to comply with a required or proposed delivery schedule;
- 3.) have a satisfactory record of performance;
- 4.) have a satisfactory record of integrity and ethics;
- 5.) be otherwise qualified and eligible to receive an award.

WEBB COUNTY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

PROPOSER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL PROPOSER SHALL defend, indemnify and hold harmless Webb County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for 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 Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award of this RFP. Successful Proposer shall pay any judgment with cost which may be obtained against Webb County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by

either party with a thirty (30) days written notice prior to any cancellation. The successful Proposer must state therein the reasons for such cancellation. Webb County reserves the right to award cancelled contract to next lowest and/or best proposal as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Webb County 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 the county in the event of breach or default of this contract. Webb County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the county to award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Proposer.

CONTRACT ADMINISTRATOR: Under this contract, Webb County Indigent Health Care Services Department Director 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 the Webb County Purchasing Department (which has the overall contract administration responsibilities) and the successful Proposer.

INVOICES shall be mailed directly to the Webb County Indigent Health Care Services Department, P.O. Box 1234., Laredo, TX 78040.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Webb County, Texas and any litigation resulting from this contract will be heard in the County of Webb.

ASSIGNMENT: The successful Proposer shall not sell, assign, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of Webb County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to 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.

INSURANCE: Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Webb County Purchasing Agent within ten (10) days of notification of award with certificates of all insurance policies of commercial general liability or comprehensive and personal liability insurance with a \$1,000,000 per-occurrence limit. Employee worker's compensation insurance with statutory limits and employer's liability insurance with a \$500,000 per-occurrence limit.

The successful proposer shall furnish the County of Webb Purchasing Department with Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Texas Law for work performed by the proposer.

The County of Webb shall be named as an additional insured. The proposer shall be responsible for notifying the Webb County Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to any pending or paid claims against the aggregate amount of the policy. (See attached Exhibit "A" Limits of Insurance)

The general liability and workers compensation companies must agree to waive all rights of subrogation against Webb County and its officials and employees. The general liability insurance company must extend coverage to Webb County as additional insured.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

All required insurance shall be in force throughout the term of this contract. Failure to provide or any lapse in the required insurance may cause for immediate cancellation of award of this contract.

Note: Webb County reserves the right to reject any proposal submitted by a person(s) or company(ies) having delinquent property taxes owed to Webb County Texas.

LICENSING: If applicable, prospective firms/individuals shall be licensed by the State of Texas to perform these types of services. (Please submit a copy of your current license with proposal.)

ANY QUESTIONS concerning submitting this RFP should be submitted via email to the Dr. Cecilia May Moreno - Purchasing Agent at cmaymoreno@webbcountytexas.gov or Leticia Gutierrez – Purchasing Department at lgutierrez@webbcountytexas.gov. **Questions are due no later than July 24, 2013.**

The Bidder hereby offers to furnish and deliver as specified above at the price and terms there stated and in strict accordance with the specification and general conditions of bidding all of which are made a part of this offer.

PROPOSER DOES () DOES NOT () MEET /AGREE TO ALL SPECIFICATIONS

EXCEPTIONS: _____

FIRM/BIDDER: _____

BY: _____
Signature Type or Print Name and Title Title

ADDRESS: _____
Street Address and/or P.O. Box No.

PHONE: () _____ () _____
A/C Phone Number A/C Fax Number

EMAIL: _____

WOULD BIDDER BE WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?
YES _____ NO _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE SERVICES HAVE BEEN PROVIDED:

1. Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City, State, Zip _____

Email address: _____

Telephone No.: _____

2. Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City, State, Zip _____

Email address: _____

Telephone No.: _____

3. Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City, State, Zip _____

Email address: _____

Telephone No.: _____

BIDDER MUST SIGN ABOVE AND RETURN ALL PAGES OF THIS RFP PACKAGE AND ALL DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL

**ATTACHMENT A
WEBB COUNTY INDIGENT HEALTHCARE
COVERED PRESCRIPTION BENEFITS-COPAYMENTS-LIMITATIONS**

COVERED PRESCRIPTION BENEFITS

- *Legend drugs as defined in this agreement
- *Compound prescriptions of which at least one ingredient is a legend drug in therapeutic amt
- *Compound prescriptions
- *Insulin

ITEMS COVERED WITH PRIOR AUTHORIZATION

Psychiatric meds
Antidepressants

DISPENSING LIMITS

30 day supply
\$100 limit per prescription

FOLLOWING PAIN MEDICATIONS ARE NOT COVERED

Codeine	Oxycontin
Darvocet	Percodan
Demerol	Robaxin (methocarbamol)
Duragesic	Roxanel
Fioricet	Skelaxin
Hydrocodone	Soma (carisoprodal)
Lorcet 10/650 mg	Stadol
Lortab 7.5/500 mg	Toradol
Methadone	Tramadol
Morphine	Tylenol #3
MS Contin	Ultram
Norco 10/325	Vicodin 5/500 mg
Nubain	Zanaflex

EXCLUSIONS

ADHD
Anti-anxiety Agents GPI 57
Biological serums
Brand w/generic
Brand w/generic therapeutic alternatives
Colostomy supplies
Contraceptives - devices, implants
Contraceptives – injectable, oral
Cosmetic agents
Dermatology
Diabetic supplies
Diagnostic agents (test kits)
Diet control drugs (anorexics)
Erectile dysfunction/organic impotence drugs
Fertility drugs
Growth Hormones
Hair growth stimulants
Non-insulin syringes
Oxycodone
Psychotherapeutic and Neurological Agents
RU486 (mifepristone)
Sleeping Aids
Smoking cessation drugs
Vitamins
Non-drug items, such as stockings or devices
Experimental drugs or drugs required to be labeled: “Caution - limited by federal law to investigational use.”

Refills obtained more than one year after prescription date
Any drug available over the counter without a prescription.

DISPENSE AS WRITTEN

Physicians who insist upon the use of a brand name drug for a multi-source drug must write the words “Brand Necessary” on the face of the prescription, then the participant must pay the difference between what the participating pharmacy will be paid for the multi-source drug and the actual charge for the brand name drug.

If a physician authorizes the use of a generic drug for a multi-source drug, but the participant insists on the use of a brand name drug, then the participant must pay the difference between what the participating pharmacy will be paid for the multi-source drug and the actual charge for the brand name drug.

DEDUCTIBLE/MAXIMUM BENEFIT/MAXIMUM OUT-OF-POCKET

Maximum Benefit: per contract year (9/1-8/31) per member \$30,000.00
Maximum Benefit: 3 scripts per month
Maximum Benefit: \$100.00 max per prescription

CLOSED NETWORK

Pharmacies located in WEBB COUNTY, TEXAS ONLY

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Webb County no 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. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Mike Montemayor
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

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

1. No federally 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

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

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
- No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
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Name of Authorized Representative	Title
--	--------------

Signature – Authorized Representative

Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas

County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2013.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.

Proposer Information

Name of Proposer: _____

Address: _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign Proposal:

Signature

Print Name

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Note:

All submissions relative to these Proposals shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Purchasing Agent, Dr. Cecilia May Moreno, at (956)523-4125 or Administrative Assistant, Leticia Gutierrez, at (956)-523-4127.

References

Name of Firm	Address	Phone	Name of Contact