

NOTICE TO BIDDERS

The Grand Prairie Independent School District will receive sealed proposals until:

2:00 PM – MARCH 11, 2009

at which time all responses will be publicly opened

FOR

Group Medical Claims Administration, Medical Specific and Aggregate Stop Loss Insurance, Fully Insured Health Plan, Group Term Life Insurance/Accidental Death and Dismemberment Insurance, Employee Assistance Program, COBRA/HIPAA Administration and Cafeteria Plan Administration

Interested parties may secure further information at
2602 South Belt Line Road, Grand Prairie, TX 75052 OR

http://www.gpisd.org/departments/business/purchasing/current_bids.html

The school district reserves the right to reject any and/or all bids and to waive all formalities and irregularities in bidding.

BID ENVELOPE MUST BE ADDRESSED TO:

Grand Prairie ISD
Purchasing Department
2602 South Belt Line Road
Grand Prairie, TX 75052

PLAINLY MARKED:

“Proposal for Grand Prairie Independent School District
Employee Benefits”

CSP: 09-28

Any submittals received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the invitation list. If you cannot submit at this time and desire to remain on this list, please submit a **NO RESPONSE** on company letterhead and return.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

PROCEDURES FOR SEALED BID OR PROPOSALS

1.0.0 GENERAL CONDITIONS

1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract, and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.

1.2.0 WITHDRAWAL OF BIDS - Any bid or proposal may be withdrawn by the contractor prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder.

1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.

1.4.0 CONTRACTORS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so will result in their being deleted from our contractor list.

1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.

1.6.0 GPISD will enter into contractual relationships only with those contractors who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority contractors are encouraged to compete in providing goods and services to the District. GPISD does not operate under a set-aside program.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

3.0.0 EVALUATION OF BIDS/PROPOSALS, in accordance with Article 2368a.3, Section 5, Reviews of bids/proposals are subject to the evaluation of the user department and subsequent recommendation. AWARD CRITERIA as shown in specifications will be used.

3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects 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.).

3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the District shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the District, one of the resident bidders shall be selected by the casting of lots.

3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one contractor for each item/group/service or to award on contract for the entire bid. All contractors will receive a statement of bid award. Contractors desiring a copy of the bid summary may request such by enclosing a self-addressed stamped envelope to the Purchasing Office.

4.0.0 CONTRACTS

4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department or the User Department after awards have been made.

4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

4.3.0 The District's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the Buyer will return goods to the Seller. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

5.0.0 DISCLOSURES

5.1.0 Non-Collusion

5.2.0 Felony Conviction

5.3.0 Conflict of Interest. A list of board members is available at

http://www.gpisd.org/departments/business/purchasing/bids_proposals.htm

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES - All personnel that conduct work of any nature on District premises, including but not limited to successful contractor(s), sub-contractors, service technicians, etc. will be required to comply with the same standards applicable to the employees of the GPISD as referenced in the Auxiliary Services Handbook.

<http://www.gpisd.org/departments/business/maintenance/documents/08-09AuxEmployeesHandbook.pdf>

7.0.0 STATEMENT OF QUALIFICATIONS, shown in specifications below.

8.0.0 SECURITY – Not Required with this request

9.0.0 PRESENTATION OF BIDS: All bids/proposals must be received at the Purchasing Office in a sealed document. No oral, telegraphic, telephonic, or facsimile bids will be accepted.

10.0.1 INTERLOCAL AGREEMENT CLAUSE

The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at

http://www.epcnt.com/Current_members.htm

Governmental entities utilizing Internal Governmental contracts with the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts.

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General Information

1. Acceptance of Proposals

The District reserves the right to reject all proposals submitted or to withdraw the RFP at any time. The District is not required to select the proposal with the lowest cost, but shall take into consideration other relevant factors such as the ability to service the contract, past experience, financial stability, terms offered and other criteria. The District reserves the right to select any proposal deemed advantageous to the District. Disclosure of proposal contents will be kept confidential during the process of proposal negotiations. The District reserves the right to waive or alter or negotiate any terms contained in this RFP if in the view of the District it is in their interest to do so. Carriers and administrators may provide proposals for one or more components of the RFP.

2. Guaranteed Rates

All rates and terms shall be guaranteed for **12 months** beginning September 1, 2009.

3. Submission of Proposals and Due Date

Sealed proposals must be submitted no later than 2:00 P.M. on March 11, 2009

Please deliver one (1) original and two (2) copies of the sealed proposals to:

Dave Crittenden, Director of Purchasing
2602 S. Beltline Road
Grand Prairie, TX 75053
dave.crittenden@gpisd.org

4. Order of Responses

Proposers shall reference their proposal in the same order as provided in this RFP. Any company seeking to provide insurance or services for the District must respond the appropriate sections of this RFP and meet all conditions or standards listed.

5. Information Provided by the District

Information on current rates, claims history, census and the current schedule of benefits are contained in this RFP. The District believes this information to be accurate, but assumes no liability for its accuracy or correctness. If additional information is requested, please submit your request in writing via e-mail no later than March 3, 2009 at 4:00 P.M. to Greg Coldewey at gcoldewey@alamoinsgrp.com

For documentation purposes only include a copy of email to Dave Crittenden at dave.crittenden@gpisd.org Thereafter additional information will not be provided. Phone requests for information will not be acknowledged.

6. Term of Contract and Extension/Renewal Rights

The term of the contract shall be for not less than **12 months**, subject to early termination as provided by law and the terms of the contract. In addition, unless otherwise specified in the proposal, the award of this proposal shall include at the option of the District, and contingent upon agreement by both parties to any change in premium costs or benefits, to renew and extend this contract on a year to year basis as may be permitted by applicable law and board policy; provided that the maximum term of the contract and all renewals thereof shall not be more than three (3) years before this contract must again be offered for Requests for Proposals.

7. Commissions

All products are to be provided to the District net of any broker commissions.

Qualifications

Qualifications of Companies, Agents and Third Party Administrators (TPA's) Submitting Proposals

1. All companies, agents and TPA's submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with school districts in Texas. Please enclose a list of school district references with your proposal.
2. All companies, agents and TPA's submitting proposals must have an errors and omissions policy with a minimum limit of \$1,000,000. Please enclose a copy of your policy or certificate of insurance with your proposal.
3. Insurance companies or stop loss insurance carriers must be recommended in the latest edition of Best's Life Insurance Reports with a general policyholders rating of "A" or better. Please enclose the Best's policyholder rating for each company proposing insurance. TPA's must submit their most recent audited financial statements and a copy of their fidelity bond.
4. All companies, agents and TPA's must be willing to commit to certain performance guarantees as negotiated with the District.
5. The company or TPA selected must be able to provide billings in an electronic format approved by the District.
6. The company or TPA selected must be able to demonstrate compatibility with outside on-line enrollment vendors.
7. The company or TPA selected must be able to provide an integrated wellness program.
8. All companies, agents and TPA's must be able to provide sufficient staff to facilitate a timely and efficient enrollment process. Please provide an organization chart with job titles for staff members who would be involved in the enrollment process.
9. All companies, agents and TPA's must provide all materials necessary to effectively communicate and administer the program at its own expense. These materials include but are not limited to a master plan document, summary plan descriptions, ID cards, check stock, PPO directories, enrollment forms and a communication booklet outlining all available benefit options.
10. The company or TPA selected must provide specimen contracts to which the District will be a party. Please attach specimen contracts with your proposal.

Current Situation

Medical Plan

The District currently pays \$299.60 of the cost for the lowest cost medical plan. The District offers two (2) PPO plans, and a Hospital Indemnity Benefit (HIB) plan. Summary Plan Descriptions and contracts for each PPO plan are attached. For employees selecting the HIB plan, the District contributes \$150 per month. The HIB benefit is \$100 per day reimbursement for in-patient admissions for up to 365 days per year. All dependent cost is borne by the employee.

Current Enrollment:	<u>EO</u>	<u>EE/SP</u>	<u>EE/CH</u>	<u>EE/FAM</u>
Low PPO	961	34	105	51
High PPO	1278	98	269	47
HIB	310			

All medical plans currently offered are administered by UMR.

Stop loss coverage is provided by ING.

EAP is provided by Interface EAP

Group Term Life/AD&D Insurance

Employer Paid Life Insurance:

Class I Employees: \$10,000

Reduction Features

Coverage reduces to 65% at age 65, 45% at age 70, 30% at age 75, 20% at age 80, and 10% at age 90. Coverage terminates at retirement.

Requested Benefit Plan Designs

Medical Plan

1. Please provide benefits matching the current plan design as closely as possible and, a combination of plans that you feel is most advantageous to the District.
2. Please provide a Self Funded and Fully Insured option for all plan designs proposed.
3. Please provide an HIB plan matching the in force plan for those participants not electing a comprehensive medical plan.

Stop Loss Insurance

1. Please provide stop loss insurance to include a \$225,000 specific stop loss on a 24/12 basis, and aggregate stop loss insurance. Stop loss will apply to the PPO plan designs, including out patient prescription drug expenses, only, not the HIB plan.

Life/AD&D Insurance

1. Basic Life Insurance- Please provide benefits to match the existing schedule

EAP – Employee Assistance Program

1. **Scope of Work and Services.**

Company agrees to provide to Employer's employees and their dependents and anyone residing in their household (collectively, "participants") all of the services described in this Agreement, and in Company's proposal to Employer, including, but not limited to, the services described below.

- a. **Intake (Telephonic Triage):** This service will be immediately available during regular business hours and in emergency situations via the 24-hour, 7 day a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a clinician.
- b. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the clinician will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short- term counseling. This session counts as one of the EAP visits included in the plan. Telephonic

Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.

- c. **Short-Term Therapeutic Counseling:** Company will offer a 3 visit short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's clinician and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Telephonic counseling can be made available in lieu of face-to-face counseling only at the request of the participant. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the Employer's medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.
- d. **Range of Counseling Types:** Counseling may include individual, family, marital, and/or group interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.
- e. **Case Management & Follow-Ups:** Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.
- f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the Employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the Employer's major medical plan. Low cost and free community referrals are also available to EAP participants.
- g. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues

such as assistance with adoptions, relocations, college planning, and adjusting to retirement.

- h. **Employer Group Services:** Company will provide assistance to Employer Group as needed. These services include immediate response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of Employer or at a time and place of Employer's choosing. Unlimited assistance is included in the contract. Contract includes unlimited telephonic management consultation and account management services.
- i. **Online Services:** Company will maintain comprehensive online services, available 24/7 to employees and their family members seeking tools, tips, articles, videos, resources to help them cope with balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, and online Library are available through the website. Trainings regarding Orientation to the EAP benefit are available online as well.
- j. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer benefits director or supervisor.
- k. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer on a quarterly basis. The reports will include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, the job classification, and the number of calls, inservices, and referrals provided. These reports will be provided quarterly and can be individually tailored to meet the needs of the Employer. Participant Satisfaction data is included.

COBRA/HIPAA Administration

- 1. Complete COBRA/HIPAA administration to include initial rights notices, HIPAA notices, premium collection, remittance and tracking.

Section 125 Cafeteria Plan Administration

- 1. Cafeteria Plan administration to include flexible spending account and, dependent daycare expenses. Please provide a debit card for benefit access. Fees should breakout the cost of administration and the debit card.

Questionnaire for Medical Plan

1. Will your company prepare and provide claim forms and ID cards at no additional cost to the District?
2. Provide the address of the claim office from which you propose to administer health claims. How long has this designated claim office been in operation?
3. Please verify that bilingual claims personnel will be available to plan participants who call your office for customer service and/or claims processing.
4. What are your claim office performance standards for claim accuracy and turnaround time?
5. What standard claim reports will be provided, and at what frequency will they be made available to the District? Are all reports available to the District and Agent of Record via the internet? Please provide a sample of these reports and a demo site for on-line access. Include a sample Explanation of Benefits (EOB) that will be sent to the employees.
6. What are your administration fees to offer assistance to the district in the administration of COBRA/HIPPA benefits? Please detail the type of assistance and/or COBRA/HIPPA administration duties you will be able to provide.
7. Please describe your enrollment process/procedures.
8. Will you accept enrollment based on District supplied information without completion of new enrollment forms?
9. Please provide a time frame for providing employee ID cards and Summary Plan Descriptions after enrollment is completed.
10. What is the pooling point in your renewal underwriting process?
11. How do you define "turnaround time"?
12. What is the turnaround time for the proposed claim office?
13. Describe your customer service process when an employee calls with a claim inquiry.
14. What PPO network are you proposing?
15. What hours are your customer service and utilization review offices available?
16. Please describe fully your on-line capabilities for participants and the District HR staff along with compatibility with outside electronic enrollment vendors.
17. Please describe your procedures and technology for detecting overcharges, unnecessary hospital confinements, unnecessary medical treatment, unbundling and employee or provider fraud.
18. Please describe your appeal process including steps a participant would need to take to initiate an appeal.
19. Please discuss your willingness to work with a PBM of the District's choice.

Questionnaire for PPO Networks

1. What PPO network are you proposing?
2. Please provide a Geo Access report for all enrolled employees.
3. Please provide a disruption analysis report based on the providers utilized by the district employees.
4. Please provide your contractual discounts (per diem amount, % of billed charges etc.) for each acute hospital facility in Dallas and Tarrant counties.
5. For hospital per diem contracts, is there a claim threshold when the discount reverts to a % of billed charges? If so what is that threshold?
6. Please provide sample reports available for documentation of network savings.
7. Please provide documentation with regard to network discounts and savings.

Questionnaire-Wellness Program

1. Please describe in detail any wellness programs you offer.
2. Please describe the cost of your wellness program.
3. Please explain any correlation of your wellness program to the premium charged.
4. Please provide documentation of return on investment for your wellness program.
5. Is your wellness program integrated into your claims system? Please explain.

Questionnaire for Life / AD&D Insurance

1. How long are the quoted rates guaranteed?
2. Describe in detail your portability provisions and rates.
3. Is the policy convertible to an individual policy? Please describe procedures and conditions.
4. Does the policy include a Waiver of Premium provision? Yes or No.
5. Will the actively-at-work provision be waived for the initial effective date of the contract? Yes or No.
6. Does the policy include accelerated death benefit for terminal illness? Describe.

Questionnaire for PBM's

1. Please describe your retail pharmacy network (number of independents and number of chains; are all chains in the network?) including its relationship to you (e.g. owned or leased).
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.
3. Is the use of a formulary mandatory? Please attach a copy of the formulary for review.
4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?
5. Is the brand discount a hard discount?
6. Is the brand discount an average? Is it based on 11 digits NDC?
7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?
8. Is the mail discount based on 11 digit NDC?
9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term "MAC" without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.
10. Is pricing for retail brand and overall generic effective rate guaranteed?
11. Your quote must include a traditional pricing model and a transparency full pass-thru model. Is the pricing guaranteed?
12. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are supplies included in the pricing?
13. Please provide your definition of "generic". Also provide a definition of the generic included in the overall generic guarantee.
14. What quantity is an AWP based on for mail order?
15. How are manufacturer rebates handled? Will Grand Prairie ISD share in the rebates? If so, what percentage?

16. Do rebates have a minimum guarantee per claim? Per brand? Grand Prairie ISD will not accept rebate quotes based on rebatable brand claims.
17. Are rebates paid quarterly? If so, when?
18. Under transparency pricing model, are rebates a 100% pass thru of Gross?
19. Will coverage of OTC impact rebates? If so, how much?
20. Do rebates survive termination? When are they paid after termination?
21. Are rebates paid on specialty drugs?
22. Do you contract directly with manufacturers for formulary rebates or do you use another PBM? If yes, who handles?
23. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.
24. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?
25. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?
26. What is the average turnaround time for mail order pharmacy?
27. Can mail order pharmacy be ordered on-line?
28. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Grand Prairie ISD for a 90-day network? What plan design is used?
29. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
30. Please explain your Drug Utilization Review process for these programs:
 - a. Prospective
 - b. Concurrent
 - c. Retrospective
31. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your paid claims numbers are based on paid or incurred claims figures.

32. Include in your response a PPI report, a specialty drug report, and a net cost per day for mail or retail report w/ specialty and acute meds removed.
33. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?
34. What financial advantage would Grand Prairie ISD gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?
35. Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?
36. Will the PBM provide assistance with developing a communication piece?
37. Provide all materials used in marketing your product.
38. Do your administration fees include the following:
 - a. Postage (in D below)
 - b. Claim forms
 - c. ID cards, (medical/rx combo cards?)
 - d. Mailing to participants homes
 - e. Participating provider directories
 - f. Customer service representatives specific to Grand Prairie ISD.
 - g. Mail order forms
 - h. 1 – 800 number to call center
 - i. Standard report packages
39. Does your plan currently offer on-line access to claims and eligibility information for employees? Is there a separate charge for this to the plan?
40. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed? Is an implementation allowance paid to the payor? If so, how much per member or head of household?
41. Will you audit the pharmacy data? Specifically, as a payor, what independent source will audit each and every claim? What are the fees associated with an independent audit?
42. Will you provide consultative modeling and forecasting annually?

43. Will a true-up of guarantees be performed annually? If so, when can Grand Prairie ISD expect payment of true-ups above guarantees under transparency model?
44. Will the mail service provider provide to Grand Prairie ISD copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?
45. Will your firm detail its total revenue from all sources for administering the Grand Prairie ISD pharmacy benefit plan and allow an independent audit by the Grand Prairie ISD?
46. Will your firm contractually guarantee that the amount you reimburse to pharmacy providers is the exact same amount that is billed to the plan sponsor?
47. Attach a sample of the PBM agreement.

Criteria for Selection

1. 50%- Price
2. 10%- Services provided for initial enrollment and access to customer service year round.
3. 10%- Reporting style, access, accuracy and ad-hoc availability.
4. 5%- Web based access.
5. 15%- Physician discounts and availability.
6. 10%- Subjective analysis of the whole.

Proposal Response Form

The enclosed proposal is submitted by the undersigned in compliance with all instructions, specifications, conditions, and contract provisions contained with the invitation.

Entity Name

Address

City/State/Zip Code

Area Code & Phone Number

Area Code & Fax Number

E-mail address

Printed Name of Person Authorized to Sign for Bidder

Authorized Signature

Date Signed

Affidavit

State of Texas
County of Bexar

I, _____ as a Trustee of the Judson Independent School District Board of Trustees make this affidavit and hereby on oath state the following: I, or a person related to me, have a substantial interest in a business entity, as those terms are defined in Local Government code Sections 171.001-171.002, that would experience a special economic effect distinguishable from it's effect on the public by a vote or decisions of the board or in real property for which it is reasonably foreseeable that the board's action will have a special economic effect on the value of the property distinguishable form it's effect on the public.

_____ Name and address of business or description of property.

_____ I or (name of relative and relationship) have a substantial interest in this business entity or real property for the following reason:

CHECK ALL THAT APPLY

- Ownership of 10% or more of the voting stock or shares of the business entity
- Ownership of 10% or more of the fair market value of the business entity
- Ownership of \$5000 or more of the fair market value of the business entity
- Funds received from the business exceed 10% of (my, her, his) gross income for previous year.
- Real property is involved and (I, he, she) have an equitable or legal ownership with a fair market value of at least \$2500

Upon filing of this affidavit with the School Board's Secretary, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government code Section 171.006.

Signed this _____ day of _____ 2009

Signature of Official

Title

ACKNOWLEDGEMENT

State of Texas
County of Bexar

BEFORE ME, the undersigned authority, this day personally appeared.
My Commission Expires: _____

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

Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

Note: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
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AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY

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 an 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 contract.”

This Notice Is Not Required of a Publicly Held Corporation

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

COMPANY NAME:

Check the appropriate box and sign the form.

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

AUTHORIZED SIGNATURE: _____

- My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE: _____

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

Name of Felony: _____

Details of Conviction(s):

AUTHORIZED SIGNATURE: _____