



MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

PHARMACY BENEFIT MANAGER BID PACKAGE

All proposals must be submitted in accordance with the following Standardized Submission Requirements and Selection Criteria established by the Middlesex County Joint Health Insurance Fund as its Fair and Open Public Solicitation Process for Pharmacy Benefit Management Services.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

STANDARDIZED SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

**(FAIR AND OPEN PUBLIC SOLICITATION
PROCESS FOR PHARMACY BENEFIT MANAGER**

The Middlesex County Joint Health Insurance Fund is seeking sealed submissions in response to a Public Notice for the Solicitation of Pharmacy Benefit Management services.

The selection criteria to be used in awarding contracts shall include:

1. The name and qualifications of the individual(s) who will perform the services;
2. Experience and reputation as a Pharmacy Benefit Manager;
3. Ability to perform the required services in a timely manner (including familiarity with the subject matter, attendance at meetings, etc.)
4. Competitiveness of rates (fees and expenses); and
5. Other factors, if determined to be in the best interests of the FUND.

Please Note this Additional Requirement:

Respondents shall submit one (1) original, and six (6) additional sets of their sealed submission on **or before 11:30 am, Tuesday, June 26, 2018.** Respondents shall also submit two (2) thumb drives containing all data within the hard copy response by the date and time indicated above.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

INFORMATION FOR PHARMACY BENEFIT MANAGERS **(FAIR AND OPEN PUBLIC SOLICITATION PROCESS)**

1.1 RECEIPT AND OPENING OF SUBMISSIONS

Owner and Project

The Middlesex County Joint Health Insurance Fund (hereinafter called the “FUND”) invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

Time and Place of Submission Openings

Fund Treasurer and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will publicly open and read the name and proposed fee for all the responses received.

Submissions Not in Compliance

The FUND may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (*N.J.S.A. 19:44A-20.4, et seq.*)

Withdrawing Submissions

Submissions forwarded to the Fund Treasurer and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions.

1.2 QUALIFICATIONS OF PHARMACY BENEFIT MANAGERS

Individuals Performing Tasks

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

Past Performance

Documented past performance of same and/or similar service.

Description of Abilities

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

Cost Details

Annual rate to be charged, including the hourly rate of each of the individuals who will be performing services, where applicable, any commissions to be paid/received where appropriate, and all expenses.

1.3 **PREPARATION OF SUBMISSIONS**

Completion of Submissions

Each submission must be provided in a succinct letter by hard copy and signed by the professional services entity or principal thereof and shall contain the name, address and telephone number of the professional services entity. All prices and amounts must be written in ink, typewriter, or computer generated hard copies. Proposals will not be accepted by facsimile or email. Each signatory to the submission must initial all erasures or corrections. Each submission shall be contained in a sealed envelope addressed to the Middlesex County Joint Health Insurance Fund, Office of the County Comptroller, 3rd Floor, County Administration Building, JFK Square, New Brunswick, New Jersey 08901. Said envelope shall specify the Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The FUND will not be responsible for submissions forwarded through the United States Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Disclosure of Ownership Form; (2) a Mandatory Equal Employment Opportunity Notice Acknowledgment; (3) a copy of the applicable Business Registration Certificate; (4) a Professional Services Entity Information Form; (5) an Insurance Requirement Acknowledgment Form; (6) a submission letter as described above; and (7) an electronic version of the entire response with all attachments.

Errors in Submissions

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum or the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.4 **TIME FOR AWARD OF CONTRACT**

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the contract for this service will not be made unless the Fund Treasurer has certified the necessary funds.

1.5 **MODIFICATIONS OF SUBMISSIONS**

Any Pharmacy Benefit Manager may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The FUND, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the FUND will not know the final price(s) or term(s) until the sealed submission is opened.

1.6 **REJECTION OF SUBMISSION**

Multiple Submissions Not Allowed

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

Right to Reject Submissions

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

Right to Waive Informalities Reserved

The FUND expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the FUND's judgment serves its best interests.

1.7 **PHARMACY BENEFIT MANAGER REFERRED TO LAWS**

The attention of the Pharmacy Benefit Managers is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1.8 **PAYMENT**

Checks are processed by the FUND approximately once a month. It is necessary that approved signed vouchers be accompanied by an invoice and be submitted a least two weeks in advance of the payment date.

1.9 **TRANSITIONAL PERIOD**

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be complete operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1.10 **FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

Under no circumstances, on submission documents requiring authorized signatures, will the FUND accept documents provided through facsimile machines.

1.11 **CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY
IN PUBLIC CONTRACTS**

Professional services entities are required to comply with the requirements of *N.J.S.A. 10:5-31, et seq.* and *N.J.A.C. 17:27, et seq.*

1.12 **GENERAL REQUIREMENTS/INFORMATION**

The Pharmacy Benefit Manager shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Pharmacy Benefit Manager.

It is understood by the Pharmacy Benefit Manager that this submission is provided on the basis of standardized submission requirements prepared by the FUND and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

The FUND reserves the right to cancel any contract entered into upon thirty (30) days written notice.

This solicitation is for a three (3) year contract for services from January 1, 2019 through December 31, 2021.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

CHECKLIST

PHARMACY BENEFIT MANAGER: _____
(Insert Title)

SUBMISSION DATE: Tuesday June 26, 2018 on or before 11:30 a.m.

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

- 1. Disclosure of Ownership Form..... _____
- 2. Mandatory Equal Employment Opportunity Notice Acknowledgment..... _____
- 3. Copy of your *Business Registration Certificate* as issued by the State of New Jersey, Department of Treasury, Division of Revenue..... _____
- 4. Pharmacy Benefit Manager Information Form..... _____
- 5. Insurance Requirement Acknowledgment Form..... _____
- 6. Letter setting forth qualifications and proposal..... _____
- 7. Electronic version (two thumb drives) of response with attachments..... _____

REMINDER

Please submit one (1) original and six (6) additional sets of the sealed submission, plus two (2) thumb drives.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the Pharmacy Benefit Manager is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the Pharmacy Benefit Manager is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the Pharmacy Benefit Manager is other than a corporation or partnership, the contractor shall indicate the form of ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME:

ADDRESS:

SIGNATURE: _____

DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____

DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____

DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership

_____ Limited Liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

SIGNATURE: _____

DATE: _____

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful Pharmacy Benefit Manager's requirement to comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.*

The successful Pharmacy Benefit Manager shall submit to the FUND after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with *N.J.A.C. 17:27-1.1 et seq.*;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the FUND to be completed by the vendor in accordance with *N.J.A.C. 17:27-1.1 et seq.*

The successful Pharmacy Benefit Manager may obtain the Employee Information Report (AA302) from the FUND during normal business hours.

The successful Pharmacy Benefit Manager must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Division. The pink *Public Agency* copy is submitted to the FUND, and the gold *Vendor* copy is retained by the Pharmacy Benefit Manager.

The undersigned Pharmacy Benefit Manager certifies that he/she is aware of the commitment to comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.* and agrees to furnish the required forms of evidence.

The undersigned Pharmacy Benefit Manager further understands that his/her submission shall be rejected as non-responsive if said Pharmacy Benefit Manager fails to comply with the requirements of *N.J.S.A. 10:5-.31 et seq.* and *N.J.A.C. 17:27 et seq.*

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE *N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.* GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:6-31, et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2* or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to the execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, the public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at *N.J.A.C. 17-27*.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

**AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND (herein referred to as the FUND) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the FUND pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the FUND in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the FUND, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the FUND's grievance procedure, the CONTRACTOR agrees to abide by any decision of the FUND, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the FUND or if the FUND incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The FUND shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the FUND or any of its agents, servants, and employees, the FUND shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the FUND or its representatives.

It is expressly agreed and understood that any approval by the FUND of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the FUND pursuant to this paragraph.

It is further agreed and understood that the FUND assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the FUND from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

Pursuant to the Business Registration of Contractors with Government Agencies Law, all business organizations that do business with a local contracting agency within the State of New Jersey (i.e. Middlesex County Joint Health Insurance Fund) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity a successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; failure to do so is a fatal defect that cannot be cured. This law covers construction as well as non-construction submissions.

Goods & Services Contracts (including purchase orders):

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND

PHARMACY BENEFIT MANAGER INFORMATION FORM

If the Pharmacy Benefit Manager is an *INDIVIDUAL*, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a *TRADE NAME*, give such trade name:

Trading As: _____ Telephone No.: _____

If the Pharmacy Benefit Manager is a *PARTNERSHIP*, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Pharmacy Benefit Manager is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

MIDDLESEX COUNTY JOINT HEALTH INSURANCE FUND
INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORMS

Certificate(s) of Insurance shall be filed with the Fund Treasurer upon award of contract by the Fund Commissioners.

The minimum amount of insurance to be carried by the Pharmacy Benefit Manager shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 per occurrence.

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)