

**ADMINISTRACIÓN DE
SEGUROS DE SALUD DE PUERTO RICO
(ASES)**

**PUERTO RICO HEALTH INSURANCE
ADMINISTRATION (PRHIA)**



**PHARMACY BENEFIT MANAGER (PBM) AND
REBATE AGGREGATOR (RA) SERVICES**

GOVERNMENT HEALTH PLAN

REQUEST FOR PROPOSALS

RFP # PHARMACY 2022

ISSUE DATE: MARCH 31, 2021

PROPOSAL DUE DATE: MAY 5, 2021 6:00 PM (AST)

Contents

- 1. General Information 1
- 2. Scope of Work 20
- 3. Conditions Governing this RFP..... 22
- 4. Response Format and Organization 38
- 5. Evaluation and Scoring 41
- 6. Mandatory Requirements Proposal..... 49
- 7. Technical Proposal (Operational and Programmatic Requirements)..... 58
- 8. Cost Proposal 65
- 9. Appendix A Acknowledgement of Receipt Form of RFP and Notice of Intent to Participate 71
- 10. Appendix B Letter of Transmittal Form 73
- 11. Appendix C Independence and Conflict of Interest Certification 75
- 12. Appendix C-1 Conflict of Interest Affidavit..... 80
- 13. Appendix D Suspensions and Debarment Form..... 87
- 14. Appendix E Form of Sworn Statement on Fraud and Misappropriation 90
- 15. Appendix F Disclosure of Lobbying Activities Form..... 93
- 16. Appendix G IT Process Flowchart (Data Exchange) 94
- 17. Appendix H Reference Form..... 95
- 18. Appendix I Questions and Answers Template..... 100

19. Appendix J Cost Proposal Template..... 103

20. Appendix K Model Contract..... 104

1

General Information

1.1 Introduction

Purpose

This document constitutes a request for proposals for the provision of Pharmacy Benefit Management (PBM) and Rebate Aggregator (RA) services for the Government Health Plan (GHP), also known as Vital, ("hereinafter referred to as "GHP") pursuant to Title XIX of the Federal Social Security Act, codified as 42 USC 1396 et seq, (the "Social Security Act"), and Act No. 72 of September 7, 1993, as amended, of the Laws of the Commonwealth ("Act No. 72"). GHP serves a mixed population including not only the Medicaid and CHIP populations, but also other eligible individuals as established in Act 72.

ASES reserves the right, at its sole discretion to award a contract for a term beginning on February 1, 2022 and ending January 31, 2025 with two (2) optional one (1) year Contract Term extensions, subject to availability of funds. After the second year of the initial Contract Term, ASES shall evaluate the contractor's performance and the GHP to determine the necessity and desirability to exercise the optional contract extensions. The Offeror should provide their best cost estimate for optional years. The Offeror should be aware that optional years may be subject to renegotiation based on prevailing market prices and evaluation of Contractor's performance

The Implementation Date for the provision of the PBM and RA Services is expected to be February 1, 2022. Puerto Rico intends to join the Medicaid Drug Rebate Program (MDRP) as of the Implementation Date. In addition to providing MDRP Services, the Offeror must be able to provide non-MDRP (Other Enrollee) Rebate Services for the State Population. Notwithstanding the above, the awarded Contractor needs to have operational capacity to provide MDRP Services and Other Enrollee Rebate Services upon the Implementation Date as determined by ASES.

Offerors are invited to bid for either the PBM Services business (PBM Services Only); the RA Services business (RA Services Only); or a Combined Services contract that includes both sets of services. If the Offeror chooses to bid for both services, it must then present costs for each type of service and costs for the combined services. Nonetheless, ASES retains the sole discretion to determine which service(s) will be awarded to which Offeror. Accordingly, regardless whether the Offeror chooses to bid for both set of services, ASES may opt to award only one of the services to said Offeror and the other service to another Offeror.

ASES's preference is for the best Combined Services contract but will consider separate RA and PBM Services contracts if it is in the best interest for Puerto Rico based on quality and value. The intent is to award a Contract or Contracts to the most responsive and responsible entity or entities that demonstrate the ability to meet the requirements of this RFP at the most competitive prices.

The Offeror must agree and quote implementation and ongoing costs based on the Total Ownership Cost Method. The Total Ownership Cost Method includes not only the direct costs of the specific

deliverables required for the provision of the Contracted Services but also all indirect costs that would be logically attributed to the provision of such Services. It is an all-inclusive rate.

ASES is seeking Offerors that:

1. Demonstrate a clear understanding of ASES's needs, the services sought and the Offeror's responsibilities.
2. Demonstrate that the Offeror understands its role as partner and advisor to ASES.
3. Demonstrate the Offeror's capability to perform all services and meet all Contract requirements.
4. Demonstrate how the Offeror will contribute to the achievement and advancement of ASES's goals and objectives.
5. Demonstrate operational capacity to support a February 1, 2022 Implementation Date.
6. Demonstrate financial solvency and stability to perform the services of this RFP.

A general description of the required functions of the PBM and RA Services are as follows:

PBM Services:

Developing, implementing and offering to ASES and the MCOs a comprehensive Pharmacy Benefit Management program including but not limited to the following programs and services:

- Managing and credentialing the Pharmacy Network that covers the whole jurisdiction of Puerto Rico and performing Pharmacy Audits;
- Maintaining a Pharmacy Call Center for the Pharmacy Network;
- Adjudicating and accurately processing Pharmacy Claims and payment including handling Coordination of Benefits ("COB") with other health insurance plans, including Medicare;
- Developing, maintaining and updating the Maximum Allowable Cost ("MAC") list for Pharmacy reimbursement for Generic Drugs and multi-source Brand Drugs and providing an electronic platform to Pharmacies desiring to appeal MAC pricing, and if requested by ASES, coordinating with Puerto Rico's Department of Consumer Affairs ("DACO") to provide drug price information for DACO's drug price control list, as amended from time to time;
- Providing a comprehensive Drug Utilization Review ("DUR") program, including capabilities to identify potential opioid abuse and suspect prescribing and dispensing patterns, and to track drug utilization for specific prescription drugs identified by ASES for special monitoring;
- Supporting ASES and the contracted MCOs with the High Cost High Need (HCHN) Program and other care management programs;

- Developing and implementing a compliance plan and Fraud, Waste and Abuse detection initiatives;
- Assisting in the support and operation of formulary management through the Pharmacy & Therapeutics Committee and Pharmacy Financial Committee;
- Managing the Academic Detailing program;
- Updating and maintaining standard operating procedure manual(s) for PBM services;
- Maintaining an Information System, Information management processes and technical support to meet the GHP requirements;
- Providing robust reporting and online reporting tool as described in the Contract;
- Retaining and storing data as required under the Contract;
- Developing strategies to promote an active participation of the MCOs in the development of Enrollee and prescribing Provider educational activities.

RA Services:

- Providing comprehensive management of the RA Services for all GHP populations, which includes:
 - Other Enrollee Rebate Services for populations not eligible for MDRP rebates, and
 - MDRP Rebate Services for Medicaid and CHIP Eligibles' covered outpatient drugs in accordance with Section 1927(b)(1) of the Social Security Act and the terms of the Medicaid National Drug Rebate Agreement (NDRA).

The RA Services shall include but are not limited to:

- Producing drug rebate invoices for pharmaceutical manufacturers according to federal schedule requirements for the MDRP and ASES's schedule requirements for Other Enrollee (non-MDRP) rebates;
- Processing and submitting to the Medicaid Program the CMS drug utilization and information necessary for CMS-64 reporting;
- Providing Rebate program reports for retail Pharmacy drugs and PADs to ASES and its designees on a quarterly basis;
- Reconciling and resolving drug rebate disputes with pharmaceutical manufacturers;
- Ensuring quality control to validate accuracy of drug Rebate Data;

- Maintaining administrative, physical and technical safeguards to ensure security and confidentiality of all drug Rebate Information according to Puerto Rico and federal laws and industry standards;
- Updating and maintaining standard operating procedure manual(s) for Rebate program administration;
- Maintaining a Data repository system that interfaces with multiple Data sources;
- Maintaining a reporting database that can be accessed in real time by ASES to review and analyze rebate information and produce ad hoc reporting;
- Creating and maintaining a secure web portal for Data sharing with pharmaceutical manufacturers;
- Coordinating and assisting in the support and operation of ASES's Pharmacy Financial Committee.

1.2 Content of RFP

This Request for Proposals (RFP) defines the Puerto Rico Health Insurance Administration's (Administración de Seguros de Salud de Puerto Rico – ASES) minimum service requirements, solicits responses and outlines the process for evaluating proposals and selecting the Contractor(s). This RFP contains the following information:

1. Instructions to Offerors contained throughout this RFP
2. Procedures and policies for the presentation and for the adjudication of the proposal
3. Technical specifications: See Contract in Appendix K and the Procurement Library
4. Summarized Pharmacy utilization data and Pharmacy Call Center data
5. Appendices, including the Cost Proposal Template and Other Required Forms

1.3 Background on GHP and Pharmacy Benefit Services

Pursuant to Title XIX of the Federal Social Security Act, codified as 42 USC 1396 et seq. ("the Social Security Act"), and Act No. 72 of September 7, 1993 of the Laws of Puerto Rico ("Act 72"), a comprehensive program of medical assistance for needy persons exists in Puerto Rico. The Puerto Rico Health Department ("the Health Department") is the single State agency designated to administer medical assistance in Puerto Rico under Title XIX of the Social Security Act of 1935, as amended, and is charged with ensuring the appropriate delivery of health care services under the Medicaid and the Children's Health Insurance Program ("CHIP") in Puerto Rico, and ASES manages these programs pursuant to a delegation of authority.

ASES is a public corporation with autonomy to develop and execute the terms of its organic law, Act No. 72 of September 7, 1993, as amended. As part of its responsibilities, ASES contracts with Managed Care Organizations ("MCOs"), PBMs, and/or Pharmacy Program Administrators ("PPAs") to provide medical and prescription drug services island-wide in Puerto Rico to persons who are eligible for

Medicaid, CHIP and Other Enrollees. ASES is responsible for health care policy, purchasing, planning, and regulation pursuant to Act 72, as amended, and other sources of law of Puerto Rico, and pursuant to this statutory provision. ASES has established a managed care program under the medical assistance program, known as “GHP,” “GHP Program,” “the Government Health Plan”, or “Vital”.

In 2018, ASES contracted with five (5) Managed Care Organizations (MCOs) under GHP. Effective October 1, 2020, ASES now holds contracts with four (4) MCOs to provide GHP services. ASES also has current contracts with a PBM to provide Pharmacy Benefit Management services and a Pharmacy Program Administrator (PPA) to provide Rebate services, Maximum Allowable Cost (MAC) list services and Formulary Management services. The MCOs are obligated to accept the terms and conditions of the contract that ASES holds with these entities.

Pursuant to the Covered Outpatient Drugs Final Rule with Comment (CMS-2345-FC) subsequently amended by 84 FR 64783 the regulatory definitions of “States” and “United States” under § 447.502 were amended to include the U.S. Territories by April 1, 2022 and allows U.S. Territories to participate in the MDRP or opt out via an 1115 waiver. As a result, Puerto Rico has decided to join and implement the MDRP by the Implementation Date of the Contract.

As of March 1, 2021, GHP serves approximately 1,495,440 beneficiaries including (1) 1,387,367 Medicaid Enrollees, (2) 91,231 CHIP enrollees and (3) 16,842 Other Enrollees. The Other Enrollees population includes individuals who meet State-eligibility standards established by the Puerto Rico Medicaid Program but do not qualify for Medicaid or CHIP. In November 15, 2020, Puerto Rico temporarily expanded Medicaid and CHIP enrollment and services through September 30, 2021 taking advantage of current federal funding available. The current enrollment numbers provided reflect the impact of the expansion which effectively added 202,000 individuals to the Federal and CHIP populations overall. After September, the expansion will be dependent on available funds, thus enrollment numbers may change.

The present PBM adjudicates approximately 14.9 million Claims annually (July 1, 2019-June 30, 2020) and maintains a Pharmacy Network of approximately 900 Pharmacies.

Table 1 below provides additional summarized data for the GHP program.

Table 1: Summarized GHP Information

	July 1, 2018 through June 30, 2019	July 1, 2019 through June 30, 2020	July 1, 2020 through December 31, 2020
Number of Beneficiaries (Medicaid and CHIP)*	1,109,916	1,026,111	1,028,686
Number of Beneficiaries (Other Enrollees)*	131,912	122,025	123,339
Total Number of Beneficiaries (GHP)*	1,241,828	1,148,136	1,152,025
Number of Unique Utilizers (Medicaid and CHIP)	803,684	711,720	483,199

	July 1, 2018 through June 30, 2019	July 1, 2019 through June 30, 2020	July 1, 2020 through December 31, 2020
Number of Unique Utilizers (Other Enrollees)	101,839	95,937	67,820
Total Number of Unique Utilizers (GHP)	859,945	785,782	550,020
Number of Pharmacies Enrolled in GHP	910	906	905
Retail Pharmacy Claims (Medicaid and CHIP)			
Total Count of All Paid Claims	14,444,473	13,521,894	6,454,767
Total Count of 340B Claims	1,283,504	1,195,523	556,851
Total Paid Amount for All Paid Claims	\$646,306,662	\$720,318,508	\$371,895,412
Unique Members with Retail Pharmacy Claim	803,684	711,720	483,199
Percentage of Unique Member Utilization of Pharmacy Services**	72%	69%	47%
Retail Pharmacy Claims (Other Enrollees)			
Total Count of All Paid Claims	992,779	1,318,069	690,696
Total Count of 340B Claims	82,247	100,635	48,439
Total Paid Amount for All Paid Claims	\$30,666,754	\$44,482,272	\$24,749,157
Unique Members with Retail Pharmacy Claim	101,839	95,937	67,820
Percentage of Unique Member Utilization of Pharmacy Services	77%	79%	55%
Retail Pharmacy Claims (Total GHP)			
Total Count of All Paid Claims	15,437,252	14,839,963	7,145,463
Total Count of 340B Claims	1,365,751	1,296,158	605,290
Total Paid Amount for All Paid Claims	\$676,973,416	\$764,800,781	\$ 396,644,569
Unique Members with Retail Pharmacy Claim	859,945	785,782	550,020
Percentage of Unique Member Utilization of Pharmacy Services	69%	68%	48%
Department of Health Claims Processed by PBM (Under MOU, Protease Inhibitors and Other Miscellaneous Drugs Provided by ADAP)			
Total Count of All Paid Claims	152,056	151,470	66,285
Total Paid Amount for All Paid Claims	\$59,672,383	\$62,896,795	\$34,105,243

	July 1, 2018 through June 30, 2019	July 1, 2019 through June 30, 2020	July 1, 2020 through December 31, 2020
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*Monthly average is displayed.

**Monthly average of members participating of the pharmacy benefit is displayed.

Table 2- provides information about the Pharmacy Call Center. The increase of incoming calls in July 2020 was related to the COVID emergency declared by Puerto Rico. The top reasons for calls to the Pharmacy Call Center from January – July 2020 were for claim processing information requests (43.5%), plan limits (14.7%), prior authorizations (11.5%), formulary drug questions (7.4%) and eligibility (5.2%).

Table 2-A: Pharmacy Call Center Summary

Pharmacy Call Center	Calendar Year 2019	Calendar Year 2020
January	4,464	1,085
February	3,748	1,204
March	4,328	1,626
April	4,390	1,288
May	2,837	1,004
June	1,890	1,260
July	1,578	3,102
August	1,415	2,626
September	1,592	1,895
October	1,616	1,590
November	1,340	1,128
December	1,408	1,323
Total Answered Calls	30,606	19,131
Average per Month	2,551	1,594

Table 2-B: Pharmacy Call Center Utilization Data for Calendar Year 2021

Measure Label	January	February
Total Pharmacy Call Center Calls	1,489	1,165

1.4 Legal Foundation

Offerors must comply with federal and Government laws and regulations, outlined in Attachment 1 of the Contract in Appendix K.

ASES reserves the right to modify requirements stated in this RFP at any time by either a supplement to this RFP or otherwise by modifying the Contract, or as necessary based on any federal requirements or as may be required by CMS, or any Government of Puerto Rico laws or regulations or any directives of the Financial Oversight and Management Board for Puerto Rico. ASES may continue to revise the Contract.

1.5 Legal or Regulatory Warnings and Restrictions

The following legal warnings or regulatory restrictions are applicable to and Mandatory for this procurement. Failure to comply with any of these could result in the Offeror's disqualification from this procurement process.

1.5.1 Statements by the Offeror

An Offeror's Proposal constitutes the instrument through which the Offeror manifests its interest, offers, commitments and representations and agrees to be legally bound by the contents thereof.

Statements included in the Offeror's Proposal will be accepted in good faith by ASES's officials during the evaluation and adjudication process. The Offeror's Proposal constitutes material evidence of the Offeror's commitments and representations and will be incorporated into the Contract to the extent the Offeror is awarded such Contract.

ASES reserves the right to reject an Offeror's Proposal or to disqualify any Offeror at any time during the presentation, evaluation or adjudication process.

1.5.2 Prohibition Regarding Interference in the Evaluation and Adjudication Process

During this procurement process, Offerors shall not be allowed to obtain Information, interfere, influence, exert pressure or communicate with individuals named to this RFP evaluation committee nor any other employee, consultant or Agent of ASES. **See Section 1.8 of this RFP.** One exception is for instances in which such communication is unrelated to this procurement and limited to the normal operations of current Contracts with ASES. Therefore, as explained in Section 1.8 of this RFP, on matters related to this procurement, Offerors may only communicate directly with the Procurement Contact.

FAILURE TO STRICTLY ABIDE BY THESE RULES WILL CAUSE THE DISQUALIFICATION OF THE OFFEROR FROM THIS PROCESS.

1.5.3 Delegation of Authority

Offerors acknowledge that Government and federal laws generally limit ASES's capacity to delegate certain decisions to a Contractor, such as the formulation of public policy and determination of program eligibility.

The Offeror awarded the Contract accepts this condition and commits to comply with any new requirement or applicable law after contract execution.

The Offeror awarded the Contract is required to keep all accounts, books and records pertaining to financial and economic transactions for expenses related to GHP separate from the Offeror's other lines of business. Because GHP is financed with federal and Government of Puerto Rico funds, the Contract is subject to the Audit rules of Puerto Rico and the United States of America's Office of the Comptroller, as well as to those from any other Government agency having jurisdiction over the subject matter, which may include without limitation, the Financial Oversight and Management Board for Puerto Rico.

1.5.4 Conflicts of Interests

ASES is required by federal and Government of Puerto Rico law to assure the integrity and equal, fair and impartial treatment of the Offerors who elect to participate in this RFP procurement process. This duty and principle apply throughout this procurement process, including the evaluation, selection, negotiation, adjudication and execution of the Contract. To maintain among the Offerors in this RFP open and free competition, ASES maintains an aggressive policy towards actual or potential conflicting interests.

FOR PURPOSES OF THIS RFP, ASES RESERVES THE RIGHT TO DISQUALIFY ANY OFFEROR WITH A CONFLICT OF INTEREST OR LACK OF INDEPENDENCE. ASES will investigate any charge or allegation to this effect, prior to the disqualification, if any. Likewise, ASES reserves the right, during the Term of the Contract, at any time after concluding the due process of law required, to amend, cancel, rescind, or terminate the Contract awarded to an Offeror, if ASES becomes aware of the existence of a Conflict of Interest or any situation which may affect the Offeror's independence.

Offerors who participate in this RFP procurement process shall not have any interest that may or could represent an actual, potential or future Conflict of Interest, in relation to the award, execution and performance of the Contract to be signed with ASES, nor with the grantors, personnel and ASES's public service officials, its Board of Directors, or any other personnel responsible for the evaluation or adjudication of the Contract, their family members or persons with whom they live, up to a fourth-degree of consanguinity or a second-degree of affinity. Neither can the Offeror be awarded a Contract that, in ASES's sole discretion, creates the appearance of impropriety.

1.5.5 Independence and Conflict of Interest Safeguards

A. **Independence.** The Offeror/Contractor and any Subcontractor(s) which may be engaged by the Offeror/Contractor(s) to perform any part of the Scope of Work (SOW) of this RFP shall be independent from the influence of any: (a) pharmaceutical company/manufacturer; (b) pharmacy; or (c) MCO or healthcare provider of the GHP, herein after collectively referred to as "GHP Participant". Therefore, at the time of the signature of the Contract, the Contractor(s) and any Subcontractor(s) which may be engaged by the Contractor(s) to perform any part of the SOW of this RFP **shall not:** (a) operate, directly or through an agreement, arrangement, contract, corporate operational scheme or through an executive or employee of the Contractor/Subcontractor, or family member within the fourth-degree of consanguinity or second degree of affinity, a pharmaceutical

company/manufacturer, pharmacy, or GHP Participant; and/or (b) be owned or controlled by, or own or control a pharmaceutical company/manufacturer, pharmacy or GHP Participant; unless ASES in its sole discretion waives these independence and conflict of interest safeguards.

WARNING: If such a lack of independence exists at the time of the submission of the Proposal for this RFP, the Offeror shall be required to submit with its Proposal either (i) an action plan to divest of the property, control or financial interest that causes the lack of independence (hereinafter referred to as “Divestiture Action Plan”), and remedy the same, or (ii) a detailed explanation as to why a conflict of interest is eligible to be waived and should be waived in ASES’ sole discretion prior to the awarding of the RFP, and/or the actions that Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as “Conflict Avoidance Plan”). ASES retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to ASES’ satisfaction in order for the Offeror to be awarded the RFP. The Offeror shall also submit Appendix C of this RFP accepting that, if awarded a Contract, the Divestiture Action Plan or Conflict Avoidance Plan, as approved in writing by ASES, will be expeditiously implemented before the signature of the Contract. **FAILURE TO PROVIDE A DIVESTITURE ACTION PLAN OR CONFLICT AVOIDANCE PLAN WHERE REQUIRED, AND APPENDIX C, WILL BE SUFFICIENT CAUSE FOR THE DISQUALIFICATION OF THE OFFEROR.** Furthermore, failure to comply with the Divestiture Action Plan or Conflict Avoidance Plan as approved by ASES shall be deemed sufficient cause for the forfeiture of the Proposal Bond by the Contractor and/or subcontractor(s) and in favor of ASES. For more information, see Appendix C of this RFP.

- B. **Conflict of Interest Safeguards.** The Offeror/Contractor and any Subcontractor that may be engaged by the Offeror/Contractor to perform any part of the Scope of Work (SOW) of this RFP shall be free from conflict of interest. This includes but is not limited to situations where the Offeror/Contractor or any proposed Subcontractor has an ongoing contract with a pharmaceutical company, pharmacy, or GHP Participant, that does not fall under Section 1.5.5. (A) or is otherwise covered under Section 1.5.4. and Appendix C of this RFP.

If a conflict of interest exists at the time of the submission of the Proposal or is reasonably expected to occur during the term of the Contract, the Offeror and proposed subcontractor must fully divulge the circumstances creating or expected to create the conflict of interest and submit with the Proposal a Conflict Avoidance Plan with the corrective measures that will be taken to eliminate such conflict(s).

WARNING: If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of ASES before the signature of the Contract, the conflict will be grounds for deeming a **Proposal non-responsive and the disqualification of the Offeror will ensue.** For more information, see Appendix C of this RFP.

1.5.6 Criminal Background Check

ASES is prohibited by law to enter into contracts with any Offeror that has been convicted or pleaded guilty in Puerto Rico, the United States of America, or any other country, of criminal acts or constituting corruption, Fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act 2 of 2018, as amended.

Likewise, ASES is prohibited by law to grant a contract to an Offeror, if its affiliated or subsidiary companies, or if any of its officers, directors, agents, members, partners, ruling bodies or other persons that perform equivalent functions for the Offeror, have been convicted or pleaded guilty at a state or federal court in any jurisdiction of the United States of America of any crime involving corruption, fraud, embezzlement, unlawful appropriation of public funds, pursuant to Act 2 of January 4, 2018, as amended, and crimes stated in Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended; Articles 250-266 of Act No. 146-2012 as amended; or any of the crimes stated in Article 6.8 of Act No. 8-2017 as amended.

In addition, ASES may refuse to contract with any Offeror if any person who has an ownership or Control interest in the entity, or is an agent or managing employee of the Offeror, has been convicted of a criminal offense related to the person's involvement in any program established under Medicare, Medicaid, or the Title XX services programs.

Taking into consideration the public policy for careful oversight in the adequate use of public funds, as well as the rules for proper public administration in Government contracts, ASES is required to adopt, in all of their contracts and amendments, the following safeguards:

- In the case of a legal person, to require a certification to the effect that neither it nor any of its shareholders, members, partners, Agents, officers, principals, employees, subsidiaries, or Parent Companies has been convicted or pleaded guilty for any crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. (Refer to Appendix E).
- To include a contractual clause to the effect that the Contract will be terminated and rescinded if the Contractor is convicted for the commission of any crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To require that the Contractor recognize its obligation to report, in a continuous manner, during the Term of the Contract, any fact or event related to the conviction for crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. This duty shall be of a continuous nature during all the stages of this procurement and term of the Contract.
- To require the Contractor that in the event it knows that it or one of its Subcontractors is under investigation for, or accused of, in Puerto Rico or any other jurisdiction, a crime involving corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act No. 2 of 2018, it must affirmatively disclose this information to ASES in writing immediately upon

acquiring such knowledge. See Article 33 of the Contract, Appendix K of this RFP. Refer also to Appendix E of this RFP.

- To require a certification to the effect that, during the ten (10) years prior to the formalization of the Contract, the entity entering into the Contract has not committed any crimes involving corruption, fraud, embezzlement, unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To include a contractual clause to the effect that before the Effective Date of the Contract, pursuant to 42 CFR 455.104, the Contractor shall disclose to ASES the identity of any person who has an ownership or control interest in the entity, or is an agent or managing employee of the entity, who has been convicted of a criminal offense related to the Medicare, Medicaid, or Title XX services programs.

1.5.7 Lobbying

No federally appropriated funds can be paid at any time by or on behalf of an Offeror or selected Contractor or any other person, for influencing or attempting to influence an officer or employee of any agency, a Member of the Puerto Rico Legislature or an employee of a Member of the Puerto Rico Legislature, 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, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See Appendix F.

1.5.8 Ownership of Information

ASES is the sole and exclusive owner of all the Information related to, or generated, or in connection to this RFP, including, but not limited to, the use and costs of the services provided, health Information, etc. ASES is the sole and exclusive owner of the property rights over all the Data and Information related to the GHP Contract, including this RFP and the Proposals not otherwise withdrawn.

All the documents related to the Contract will be subject to evaluation and Audits, and shall be made available, within a reasonable period of time and without modifications, for evaluation by ASES's personnel and their Authorized Representatives. Additionally, ASES will have the right to request these documents at no cost to ASES.

The Offeror awarded the Contract for the PBM and RA services who will be subcontracting services under this RFP shall include a clause in their subcontracts stating that the personal and utilization information or data pertaining to the GHP Enrollees belongs exclusively to ASES. This clause shall also require that the Contractor and its Subcontractor not give access, assign, or sell, the Information and Data to Third Parties, without the prior written consent from ASES, and all private Information be managed in accordance with HIPAA requirements. The Offeror awarded the Contract is required

to include penalty clauses in Subcontractor contracts to discourage this practice. The penalty clauses shall state that related fines will be payable to ASES.

1.5.9 Rights over the Information

The Offeror recognizes and accepts that ASES is the exclusive owner and that ASES has all the ownership rights over any and all Information related to or generated or in connection to the Contract(s). ASES has exclusive rights over all the Information and Data, including but not limited to, the Enrollees' personal and health information and the Data related to Utilization, costs, and fees.

The Offeror selected, and its Subcontractor shall not transfer, assign, dispose or sell this Information to Third Parties or use it for commercial purposes or in their own private businesses. Engaging in such a practice constitutes a violation of HIPAA and ASES's property rights and shall result in penalties, fines or the rescission and termination of the Contract.

All documents related to Contract, including, but not limited to: policies, procedures, analysis, protocols, and communications, shall be made available and filed with ASES's representatives, without changes to their original format (no PDF), whenever requested. In the event that ASES requests copies of these, the Contractor shall deliver them without alterations and/or omissions. The Contractor shall not refuse, and if so, it will constitute an obstruction to the efforts of ASES's auditors and a breach of Contract subject to penalties and sanctions.

In addition to the intellectual property ownership rights in the Contract, the following subsection describes the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.

1.5.9.1 To facilitate obtaining the desired amount of federal financial participation under 42 CFR 433.112, ASES shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by ASES. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. ASES's funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor(s). ASES shall have all ownership rights in Data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs report and documentation and all other work products or documents created under the Contract. ASES shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. ASES reserves, on behalf of itself, the U.S. Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such resolved data and software include, but is not limited to, the following:

- a. All computer software and programs, which have been designed or developed for ASES, or acquired by the Contractor on behalf of ASES, which are used in the performance of the Contract.

- b. All internal system software and programs developed by the Contractor or Subcontractor(s), including all source codes, which result from the performance of the Contract;
- c. All necessary Data files;
- d. User and operation manuals and other documentation;
- e. System and program documentation in the form specified by ASES;
- f. Training materials developed for ASES's staff, agents or designated representatives in the operation and maintenance of this software and other programs.

1.5.9.2 No deliverable, report, data, procedure or system created by the Contractor for ASES that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by ASES, shall be considered proprietary of the Contractor.

1.5.10 Availability of Funds

Any Contract resulting from this RFP will be subject to the availability of funds on the part of the Government of Puerto Rico, subject to the transfer of federal, Government of Puerto Rico, and municipal funds being made available to ASES.

1.5.11 Relations with Government Entities

In the event that the Offeror is awarded a Contract, the Offeror will be required and obligated to establish a close cooperative and working relationship with ASES and with awarded Contractor in the future. The Offeror will also be obligated to work with the current Contractor to ensure a safe and efficient transition of the Contractor functions, within the timeframe established by ASES.

The Offeror awarded a Contract will have a continuous obligation to establish a close and cooperative relationship with ASES, and the concerned Government of Puerto Rico and federal agencies, including, but not limited to:

- CMS;
- The Puerto Rico and U.S.A. Offices of the Comptroller;
- The Office of the Inspector General;
- The Department of Justice and the Medicaid Fraud Control Unit (MFCU)
- The United States Department of Health and Human Services;
- The Puerto Rico Health Department and its Office for the Medicaid Program;

- The Administración de Familias y Niños (ADFAN – Families and Children Administration); among others.

1.5.12 Access to contract materials

The Contract awarded by ASES will include a provision to the effect that ASES, the Department of Health, the U.S. Comptroller General, or any of their duly Authorized Representatives, must have access to any books, documents, papers and records and staff of the Contractor which are directly pertinent to the PBM and RA Services for the purpose of making evaluations, examinations, excerpts and transcriptions.

1.5.13 Contractual Clauses* pursuant to Executive Order Memorandum Number 2021-003 from the Governor of Puerto Rico and Circular Letter CC-001-2021 from the Office of Management and Budget of the Government of Puerto Rico.

1.5.13.1 As applicable, the contracted services under this RFP can be rendered to any entity of the Executive Branch, with which ASES executes an interagency agreement or by direct disposition of the Governor's Chief of Staff. These services shall be rendered under the same terms and conditions specified on the ensuing contract, as for work hours and compensation. The term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as instrumentalities and public corporations, and the Office of the Governor.

1.5.13.2 The Governor's Chief of Staff has the power to cancel the ensuing contract under this RFP at any moment.

1.5.13.3 Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico: The Parties shall acknowledge that the Contractor will submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico and in force as of November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or other official with a position or authority equivalent to issue such certifications). A signed copy of the Contractor Certification Requirement shall be included as an annex to the ensuing contract.

*ASES understands that clauses in subsections 1.5.13.1 and 1.5.13.2 are not applicable to the Contract resulting from this RFP but includes the same in the abundance of caution as any contract for professional services without these clauses will be deemed to be null and void from its inception.

1.5.14 Prohibition against Discrimination

The Offeror cannot discriminate on account of race, nationality, economic condition, social condition, sex, sexual orientation, gender identity, age, origin, religion, political ideology, health condition, veteran status, or physical and/or mental disability or as otherwise provided under applicable Government of Puerto Rico and federal law.

1.5.15 Single Registry of Professional Services Provider

For the contracting of professional services in the Government of Puerto Rico, it is a mandatory requirement that the professional service provider be registered in the Single Registry of Professional Service Providers (RUP for its Spanish acronym), under the corresponding category and that it has the corresponding certification of registry issued by the Puerto Rico General Services Administration (“Administración de Servicios Generales” or “ASG” for its Spanish acronym). See Boletín Informativo #2021-003 RUP, located in the Procurement Library.

1.5.16 Outstanding debts with the Government

Any Offeror with any outstanding debts that are owed to any state governmental agency/facility shall be prohibited from executing a Contract. Offerors with outstanding debts are not prohibited from participating in this procurement but must settle such outstanding debts or have a reconciliation plan prior to Contract Execution. Likewise, the health service provider or contracting insurer may not be eligible for contracting if it has any overdue debt for a term greater than sixty (60) days, as certified by the Puerto Rico Medical Services Administration (ASEM for its Spanish acronym). For the purposes of this Section, any debt that is the object of a payment plan with which the Offeror is in compliance, in an active process of reconciliation of invoices and payments with which the Offeror is in compliance, or pending administrative review under applicable law or regulations, will not be considered outstanding. In such case, the Offeror must submit recent evidence of said payment plan, debt reconciliation agreement or pending administrative review.

1.5.17 Order of Precedence

All inconsistencies and conflicts between the terms and conditions appearing in the final Contract and the proposed terms and conditions appearing in this RFP will be resolved by giving precedence to the final Contract.

1.6 Scope of Procurement

The scope of this procurement includes the implementation and operation of the PBM and RA Services, as outlined throughout this RFP and in the Contract.

Following this procurement, ASES’s intent is to contract with the selected Offeror(s) pursuant to the evaluation procedures outlined below and the rules and regulations that govern ASES. ASES reserves the right to award the Contract for a term beginning on February 1, 2022 and ending January 31, 2025, with two (2) optional one (1) year term extensions, expected beginning on February 1, 2025 and ending January 31, 2027. The contract years will be as follows:

- **Contract Year 1:** February 1, 2022– January 31, 2023
- **Contract Year 2:** February 1, 2023– January 31, 2024
- **Contract Year 3:** February 1, 2024– January 31, 2025
- **Optional Contract Year 4:** February 1, 2025– January 31, 2026

- **Optional Contract Year 5:** February 1, 2026– January 31, 2027

The Offeror will be responsible for the provision of all Covered Services described in the Contract beginning February 1, 2022, to the extent the Offeror has demonstrated readiness.

The Implementation Date for the provision of the PBM and RA Services is expected to be no later than February 1, 2022. Puerto Rico intends to join the Medicaid Drug Rebate Program (MDRP) by the Implementation Date. Therefore, the awarded Contractor needs to have operational capacity to provide MDRP Services and Other Enrollee Rebate Services upon the Implementation Date as determined by ASES.

Following execution of the Contract, the successful Offeror shall work with ASES through an implementation review period to demonstrate its readiness to carry out the provisions outlined in the Contract, including all Appendices. The “implementation readiness review” will commence shortly after the Contract is signed. The scope of the review will be determined by ASES. Certification to Go Live is contingent upon the Contractor’s ability to meet the implementation review requirements and any additional applicable requirement stated in this RFP and ensuing Contract. See Sections 3.3.12 and 3.4.2 of this RFP.

1.7 Re-procurement of Services

During any period, either before the execution of the Contract(s) or thereafter, ASES reserves the right to issue requests for proposal or offers to other potential contractors for performance of any portion of the services covered by this procurement or similar or comparable services.

1.8 Procurement Contact

ASES has designated a Procurement Contact person who is responsible for the conduct and administration of this procurement. Any inquiries or requests regarding this procurement shall be submitted only to the Procurement Contact, in writing, and by email. Questions shall be clearly labeled and shall cite the specific source that forms the basis of the question. For example, if the Offeror has a question related to this procurement schedule, the Offeror(s) must cite to Section 3.1 of this RFP.

The Offeror may only contact the Procurement Contact regarding this procurement. Other Government of Puerto Rico employees, consultants, and Agents do not have the authority to respond on behalf of ASES. ASES shall not assume responsibility for any answers or clarifications provided by other ASES staff, or by any other Government of Puerto Rico employee or agent. An Offeror that contacts another Government of Puerto Rico employee or agent in violation of this requirement will be excluded and disqualified from further participation in this procurement. **See Section 1.5.2 of this RFP.**

The decisions notified by the Procurement Contact on any matter regarding this procurement shall be final.

Contact information for the Procurement Contact is as follows:

Martha L. Vélez González, Esq.
Urb. Caribe Sector El Cinco

1549 Calle Alda
San Juan, PR 00926-2712
Tel. 787 474 3300 ext. 1100, 3006
pharmacyrfp2022@asespr.org

1.9 Offeror Qualifications/Conflicts of Interest

This RFP is open to any Offeror capable of performing the work addressed in the Contract in Appendix K, subject to the following stipulations:

1.9.1 The Offeror and any proposed subcontractor is/are authorized by the Department of State of Puerto Rico to do business in Puerto Rico prior to Contract Award. If at the time of submittal of the proposal, the Offeror and any proposed subcontractor is in the process of being so authorized, the Offeror must present sufficient evidence of said process and the current status. (See Section 6.7.3.1.2 (k) of this RFP.)

1.9.2 The burden is on the Offeror to present sufficient assurance to ASES that awarding the Contract to the Offeror shall not create a conflict of interest. (See Sections 1.5.4, 1.5.5 and Appendix C) of this RFP for additional information on compliance with independence and conflict of interest requirements).

1.9.3 The Offeror and any proposed subcontractor is/are in compliance with other applicable legal requirements to become a government service provider. (e.g. See Sections 1.5.6, 1.5.15, 1.5.16 of this RFP).

ASES may make such investigations as it may deem necessary and/or convenient to determine the Offeror's ability to adhere to the requirements specified in this RFP.

ASES will reject the Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer.

1.9.4 ASES reserves the right to check any references, regardless of the source of the reference Information, including but not limited to, those that are directly provided by entities using Appendix H of this RFP, those identified by the company in the Proposal, those that are identified during the review of the Proposal and/or result from independent analysis by the Evaluation Committee members, or those that result from communication with other entities involved with similar projects. Results of these reviews are intended to contribute to the recommendation of the Evaluation Committee.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following:

1.9.4.1 Project description and background;

1.9.4.2 Job performed;

1.9.4.3 Functional and technical abilities;

- 1.9.4.4 Communication skills and timeliness;
- 1.9.4.5 Problems (e.g., poor quality of Deliverables, contract disputes);
- 1.9.4.6 Results of federal or other Audits;
- 1.9.4.7 Overall performance, and
- 1.9.4.8 Whether or not the reference would re-engage the Contractor.

1.10 Procurement Library

The Procurement Contact has established a procurement library in the repository of documents' secure site. The library includes data and other electronic documents with relevant information for the process. Offerors are encouraged to review the materials contained in the library. Hard copies will not be made available. Registered Offerors will be notified when information in this procurement library changes.

Disclaimer

Information provided in the Procurement Library is intended only as a resource and is not intended to be comprehensive. It provides a window into the current operations and activities relevant to this RFP.

It is the responsibility of the Offerors to obtain and review all pertinent information relating to the RFP. If information is not clear or more information is needed, Offerors have the responsibility of asking for clarification and/or for more information during the Questions & Answer phase of the procurement.

If any materials, documentation, information, or data are discovered to be inaccurate or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the Contract award, Contract rejection, or any payment amount or rate either prior to or after Contract award. All statistical information and information concerning volumes contained in the Library and in this RFP represent the best information available to ASES at the time the RFP was prepared. Requirements specified in the RFP shall take precedence over documentation in the Library if a conflict exists.

2 Scope of Work

2.1 Minimum General Requirements

2.1.1 ASES seeks to partner with a Contractor that has demonstrated experience in providing high quality services, meets all requirements of this RFP, is financially stable and can comply with the expected Implementation Date of February 1, 2022. As such, the following are the minimum requirements for the Contractor:

2.1.1.1 Have the operational capacity to support an expected February 1, 2022 Implementation Date for PBM and RA Services. At the Implementation Date, the Offeror must have operational capacity to provide both MDRP Services and Other Enrollee Rebate Services.

2.1.1.2 Be financially solvent to provide services for short-term period (thirty to ninety (30–90) Calendar Days) in the event of delayed reimbursement.

2.1.1.3 Meet all the specific requirements as outlined in the Contract in Appendix K of this RFP. Specifically, the core statement of work for PBM and RA Services are described in Articles 6 through Article 22 of the Contract.

As noted in the Contract, all Administrative Functions of the Contractor must be located within the United States. However, effective February 1, 2022, the following Administrative Functions must be located in Puerto Rico:

- 2.1.1.3.1 Key Administrative Functions, including but not limited to Contractor personnel responsible for the coordination or participation in the P&T Committee, the Pharmacy Financial Committee, or any other committee required under this Contract;
- 2.1.1.3.2 Marketing;
- 2.1.1.3.3 Management of Contractor's compliance plan and fraud, waste and abuse monitoring activities;
- 2.1.1.3.4 Pharmacy Call Center adequately staffed to promptly respond to inquiries from Network Pharmacies about systems, Claims, and administrative Pharmacy edits, and any other inquiries related to the Pharmacy Benefit program for GHP and Other Enrollee populations. In addition, the Pharmacy Call Center staff must be fluent in English and Spanish to allow for Culturally Competent communication; and
- 2.1.1.3.5 Decision-making authority related to the Pharmacy Network, such as claim dispute resolution, credentialing activities, pharmacy contracting,

administrative (but not clinical) reviews of prior authorization requests, approvals to dispense early prescription refills or replacement fills.

2.2 Additional RA Services

ASES reserves the right to exercise the joining of a Supplemental Rebate purchasing pool, implementing a Supplemental Rebate and/or Value Based Purchasing Agreement program during the Contract Term. Upon written notice by ASES, the Contractor providing RA Services shall assist ASES with the development, implementation and management of the Additional Rebate service(s). The requirements of these additional services are listed in Article 16 of the Contract in Appendix K.

2.3 Subcontracts

The services to be provided under this RFP and subsequent Contract, may not be assigned or Subcontracted without the prior written approval of ASES, in its sole discretion. The request to contract a Third Party must specify the matters in which he/she will intervene and must be submitted in writing and include the same documents and certifications required for government contracting that are required from the Contractor. See Section 6.12 of this RFP. Contractor must adhere to all requirements in this RFP (for example: Sections 1.5.4, 1.5.5, 1.5.8, 1.5.9, 1.9, 3.3.10, 3.4.4, and 6.12) and in Article 33 of the Contract in Appendix K. **See also, Section 3.4.4.1.**

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3

Conditions Governing this RFP

The following is the schedule of the major events of this RFP. This section also describes the major procurement events as well as the conditions governing this procurement.

3.1 Issuing Office and RFP Reference Number

ASES is the issuing office for this RFP and all subsequent addenda relating to it. This RFP is titled PBM and RA Services and its reference number is **RFP # Pharmacy 2022**.

It is required to refer to or include this number on all proposals, correspondence, and documentation relating to the RFP.

3.2 Schedule

The delivery schedule set forth in Table 3 herein represents ASES’s best estimate of the schedule that will be followed. Unless stated otherwise, items will be due at 6:00 pm (Atlantic Standard Time/AST) on the dates specified below. If a component of this schedule—such as Submission of Proposals—is delayed, the rest of the schedule will likely be shifted by the same number of days. ASES will make every effort to adhere to the following schedule:

Table 3: RFP Schedule

Action	Responsible Party	Date
1. Notice of RFP	ASES	March 31, 2021
2. Acquisition of RFP Document Package	Potential Offeror	April 1, 2021 through April 13, 2021 (6:00 PM AST).
3. Deadline to submit Acknowledgement of Receipt of RFP Form and Notice of Intent	Potential Offeror	April 14, 2021 (due at 3:00 PM AST)
4. Pre-Proposal Conference	ASES	April 15, 2021 at 11:00 AM AST
5. Deadline to submit written questions	Offeror	April 19, 2021 (due at 10:00 PM AST)
6. Publishing of responses to written questions	ASES	April 26, 2021

Action	Responsible Party	Date
7. Submission of Proposal Bond	Offeror	May 5, 2021 (due at 4:00 PM AST at ASES's Finance Office)
8. Submission of References	Referring Party	May 5, 2021 (due at 6:00 PM AST)
9. Submission of Proposals	Offeror	May 5, 2021 (due at 6:00 PM AST)
10. Notice of Intent to Award Contract	ASES	Approximately 40 days after submission of the proposals
11. Reconsideration/Request for Administrative Review	Offeror	See Article 3.19 of Act 38 of 2017, as amended
12. Contract Execution	ASES and awarded Contractor(s)	Mid-August 2021
13. Implementation Review	ASES and awarded Contractor(s)	See Section 3.3.12
14. Implementation Date	ASES and awarded Contractor(s)	February 1, 2022

NOTE: Dates are subject to change based on number of Proposals to evaluate and any unforeseen situation or force majeure. ASES reserves the right to request additional/clarification from Offeror(s) at any time during the process.

3.3 Explanation of Events

3.3.1 Acquisition of RFP Document Package:

- A. As of April 1, 2021, entities interested in obtaining an electronic copy of the RFP Document Package and participate in the process must send a written request by email to pharmacyrfp2022@asespr.org, signed at least by the highest-ranking local management official, stating its:
- (1) interest in submitting a Proposal;
 - (2) that it has the necessary legal and financial capacity; and
 - (3) provide the contact information (name, position, email address and telephone number) of the person authorized to communicate during the process with the ASES' Procurement Contact.
- B. Upon receipt of the request, ASES will send the bank account information for the corresponding payment of the RFP Document Package, which will have a non-refundable cost of five thousand dollars (\$5,000.00) payable exclusively by wire transfer in the name of ASES.

PAYMENT MUST BE MADE BY THE ENTITY THAT WILL SUBMIT THE PROPOSAL.

- C. After payment, the interested entity will send to ASES, by email, the evidence of payment provided by the financial institution, which must include:
- (1) date of payment;
 - (2) amount of the wire transfer made to ASES; and
 - (3) name of the interested entity making the payment.
- D. Any deficit in payment, even caused by a transaction fee charged by the financial institution or an intermediary, will preclude ASES from providing the RFP documents until such deficit is covered. **THE DEADLINE TO SEND EVIDENCE OF FULL PAYMENT FOR THE ACQUISITION OF THE RFP DOCUMENT PACKAGE IS 6:00 PM (AST) ON APRIL 13, 2021.**

3.3.2 Acknowledgement of Receipt of RFP Form and Notice of Intent to Participate

Potential Offerors must return by email the Acknowledgment of Receipt Form of RFP and Notice of Intent to Participate that accompanies this document (Appendix A of this RFP) to have their organization placed on the procurement distribution list and be able to participate in this RFP. **The form must be signed by the Offeror's representative authorized to legally bind the Offeror,** dated, and returned to pharmacyrfp2022@asespr.org.

FAILURE TO SUBMIT AN ACKNOWLEDGEMENT OF RECEIPT FORM BY 3:00 PM (AST) APRIL 14, 2021 SHALL CONSTITUTE A PRESUMPTION OF RECEIPT OF THE RFP AND WILL RESULT IN THE POTENTIAL OFFEROR NOT ABLE TO CONTINUE TO PARTICIPATE IN THE PROCUREMENT PROCESS.

At a minimum, the procurement distribution list will be used to distribute:

- Written responses to questions
- Any RFP amendments
- Link to join virtually the Pre-proposal Conference, if not able to attend in person.

Offerors who submit an Acknowledgment of Receipt of RFP Form will receive a username and password to access the secure site where Proposals will be uploaded. If an Offeror does not receive a username and password within three (3) Business Days from the date of submission of App. A, the Offeror may contact the Procurement Contact.

3.3.3 Pre-Proposal Conference

- A. A non-mandatory Pre-proposal Conference will be held to allow Offerors to ask questions and clarify issues concerning this RFP. This Conference will be offered both in-person and virtually if the Offeror is unable to attend in-person.

- B. Only potential Offerors who acquired the RFP documents and submit a timely Acknowledgement of Receipt Form (Appendix A of the RFP) will be included in the participation list at the in person conference or be provided the corresponding virtual conference link to join the meeting and be allowed access to the Conference Room. **Please include in App. A of this RFP the names of the individuals who will be participating in the Conference and their contact information and whether they will be participating in person or virtually.**
- C. The Conference will be held on April 15, 2021, at 11:00 AM (AST) at the following location:

Centro Cardiovascular de Puerto Rico y del Caribe
(Dr. Ramón M. Suárez Calderón)
Conference Rooms B & C
Americo Miranda Ave.
Corner of Medical Center
San Juan, PR

- The Conference will also be broadcasted simultaneously via electronic platform, for those who are unable to attend in person.
- D. It shall be each Potential Offeror's responsibility to join the conference promptly before 11:00 AM (AST).
1. In person registry will be opened beginning 10:15 AM (AST). Seating for the in-person Conference will be limited due to COVID-19 protocols and social distancing requirements. Seating will be provided on a first come first serve basis.
 2. The Conference Call Electronic Waiting Room will be opened beginning at 10:45 AM (AST).
 3. ASES reserves the right not to repeat information for participants that join the conference after it has begun.
 4. The Conference will be recorded and later posted in the Procurement Library.
- E. While attendance at the Pre-proposal Conference is not mandatory, ASES recommends and strongly encourages Offerors to attend. The Pre-proposal Conference will provide Offerors an opportunity to gain insight and ask questions about the RFP and receive

many answers in real time. An Offeror's decision not to attend will be to the Offeror's own disadvantage.

- F. Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on ASES unless later confirmed in writing. ASES will share written responses to questions received shortly after the Conference.
- G. Conference attendees are responsible for their costs to participate in the Conference. Those costs cannot be charged to ASES or included in any cost element of an Offeror's price offering.

3.3.4 Deadline to submit written questions regarding RFP

Offerors that fail to report a known or suspected problem with the RFP and/or its accompanying materials or fail to seek clarification and/or correction of the RFP and/or its accompanying materials shall submit a Proposal at their own risk. In addition, if awarded the Contract, the Contractor shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

Potential Offerors may submit a maximum of twenty-five (25) written questions as to the intent or clarity of this RFP and its appendices. Questions made during the Preproposal Conference will not count towards the 25 this limit. The Offeror shall submit all questions in writing by email to the Procurement Contact using the Questions and Answers Template in Appendix I of this RFP. Offerors shall submit all questions in writing by **a non-encrypted email** to the Procurement Contact. ASES will not accept questions and issues submitted by means other than email, except during the Preproposal Conference. The email message must contain the following as the subject line:

Question/Clarifications: (Offeror's Name)

Questions must be received by deadline **10:00 PM (AST) on April 19, 2021.**

Questions shall be clearly labeled and shall cite the Section(s) in this RFP or other document that forms the basis of the question. No compound or multi-part questions are allowed. If submitted, each part of the compound or multi-part question will count as one (1) of the twenty-five (25) questions allowed. ASES will not answer more than twenty-five (25) questions per Offeror.

Notwithstanding the initial question submission deadline and quantity restriction, ASES will accept questions or inquiries about the reporting of RFP errors or irregularities if such inquiries are received at least 10 business days prior to the Proposal Submission Date.

3.3.5 Publishing Responses to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors appearing on the procurement distribution list.

ASES shall make every effort to provide answers as close to the deadline (April 26, 2021) as possible. ASES reserves the right to determine, at its sole discretion, appropriate and adequate

responses to written comments, questions, and requests for clarification. To the extent practical, inquiries shall remain as submitted. However, ASES may consolidate and/or paraphrase similar or related inquiries.

ASES's official responses and other official communications pursuant to this RFP shall constitute an amendment or supplement of this RFP.

ASES reserves the right to amend this RFP (including all appendices) any time before the closing date for submitting proposals (May 5, 2021), excluding changes to the schedule of events. Amendments shall be sent to all Offerors appearing on the procurement distribution list pursuant to Section 3.3.2 of this RFP.

3.3.6 Deadline to submit reference letters

The Offeror must submit with the Proposal a list that include (3) specific client references, with at least one for a state Medicaid program or other large similar government or large private industry project within the last five (5) years. Each reference noted on the list must include the contact name and phone number, a brief description of the services provided, and the period of service. Offerors may NOT request References from ASES. See Section 6.2.6 of this RFP.

Offerors must ensure that all reference letters from the clients listed in the list mentioned above are delivered by email directly by the client to the Procurement Contact by 6:00 PM (AST) May 5, 2021. See Section 6.2.6 of this RFP. Offerors must ensure references are completed using the reference form in Appendix H of this RFP. Offerors may contact the Procurement Contact prior to the deadline to confirm references have been received.

Offerors are responsible for:

- Making a duplicate (hard copy or electronic document) of the appropriate form, as it appears in Appendix H of this RFP, and adding the following customized information to the form:
 - Offeror's name;
 - Reference organization's name; and
 - Reference contact's name, title, telephone number, and email address.
- Sending the form to each reference contact;
- Giving the contact a deadline that allows for ASES to receive the reference form on or before 6:00 PM (AST) May 5, 2021.

Reference forms must be emailed by the referring party directly to pharmacyrfp2022@asespr.org with the subject "Reference for [Name of Offeror] for RFP Pharmacy2022." **Reference forms**

submitted by the Offeror directly to ASES will not be accepted. References received after the deadline will not be accepted.

3.3.7 Submission of Proposal Bond and Proposal

3.3.7.1 The Offeror must deliver in-person, an original Proposal Bond, in the terms specified in Section 3.4.8 of this RFP, to the ASES Administrative and Finance Office, no later than **4:00 pm AST, May 5, 2021**. **FAILURE TO PROVIDE A PROPOSAL BOND IN THE TERMS SPECIFIED IN THIS RFP WILL CAUSE THE PROPOSAL TO BE DEEMED INCOMPLETE AND THE OFFEROR WILL BE DISQUALIFIED.**

3.3.7.2 **Proposals are due at 6:00 pm (AST), May 5, 2021.** Offerors are required to submit only one (1) Proposal in response to this RFP. The entire Proposal must be uploaded onto the secure site with the unique password and username given to the Offeror. The Offeror must place the Proposal in the appropriate folders with the Offeror's name on the secure site. **A LATE PROPOSAL SHALL NOT BE ACCEPTED AND SHALL CAUSE THE PROPOSAL TO BE DISQUALIFIED.**

3.3.7.2.1 The Offeror shall not distribute the Proposal to any entity not specified in this RFP, nor shall the Offeror share its Proposal with other potential Offerors.

3.3.7.2.2 The contents of any Proposal shall be maintained in strict confidentiality by ASES and shall not be disclosed to competing Offerors or the general public during the procurement process and only may be disclosed after the Contract is awarded.

3.3.8 Notice of Intent to Award Contract

Based on ASES's Board of Directors selection of the successful Offeror(s), the Executive Director of ASES shall send such Offeror(s) a written Notice of Intent to Award.

3.3.9 Reconsideration/Request for Administrative and Judicial Review

3.3.9.1 Any reconsideration request by an Offeror must be made in accordance with applicable Puerto Rico law; see Articles 3.19 & 4.2 of Act 38 of 2017, as amended.

3.3.9.2 Any Offeror who understands that it has been affected by the final determination of ASES in the adjudication of this RFP may submit a written Petition for Reconsideration within twenty (20) Calendar Days from the date of the mailing of the Notice of Award of this RFP. This is a jurisdictional term, that is, it is not subject to extension of time. Failure to timely present the petition will preclude ASES from considering the same.

3.3.9.3 The petition must be addressed to the attention of ASES Board of Directors and filed at the following addresses:

Urb. Caribe Sector El Cinco
1549 Calle Alda

San Juan, PR 00926-2712
Tel. (787) 474-3300 ext. 3006

pharmacyrfp2022@asespr.org

The envelop must clearly and prominently state the name and number of this RFP and be titled "PETITION FOR RECONSIDERATION". The email must include in the subject "Petition for Reconsideration".

3.3.9.4 The petitioner must notify all other Offerors who participated in this RFP with a copy of the Petition of Reconsideration within the same term mentioned in Section 3.3.9.2 of this RFP. This is a requirement of strict compliance.

3.3.9.5 The petition must contain the following requirements which are essential to perfect the petition. Failure to duly comply with these requirements may be sufficient cause to dismiss the petition.

3.3.9.5.1 Be signed by a duly Authorized Representative of the petitioner;

3.3.9.5.2 Clearly establish the relevant facts, reasons and arguments on which it is based;

3.3.9.5.3 Include the necessary documentary evidence to sustain the veracity of the facts alleged;

3.3.9.5.4 Clearly state the remedy(ies) sought;

3.3.9.5.5 Certify that all parties have been duly notified of the petition, as stated in Section 3.3.9.4 of this RFP.

3.3.9.6 The Board of Directors of ASES shall consider the request for reconsideration within thirty (30) Calendar Days of the filing of the petition. ASES may extend said Term only once, for an additional Term of fifteen (15) Calendar Days. Failure to do so shall be deemed as an outright rejection of the petition and thereafter, shall run the twenty (20) Calendar Day's term to request a judicial review before the Court of Appeals.

3.3.9.7 If a determination is made in its consideration, the Term for requesting judicial review will begin from the date on which a copy of the notification of the decision of the Board of Directors of ASES was deposited in the mail, resolving the request.

3.3.9.8 Likewise, the party adversely affected by a decision on reconsideration filed before ASES, may request judicial review before the Court of Appeals within a jurisdictional period of twenty (20) Calendar Days from the date of the mailing of notice of the final order or resolution.

3.3.10 Performance Bond

3.3.10.1 The Offeror must provide, prior to signing the contract and maintain throughout the Term of the Contract, a Performance Bond in the amount of thirty percent (30%) of the applicable estimated annual Contract amount. The Bond must be issued by an insurance company duly authorized to do business in Puerto Rico, duly certified by the Office of the Insurance Commissioner of Puerto Rico and approved by ASES.

3.3.10.2 If the Offeror will be using Subcontractor(s) for functions and responsibilities under the Scope of Work of this RFP, it must also obtain from such Subcontractor(s), a Performance Bond in the amount of thirty percent (30%) of the corresponding annual Subcontract amount. The same must be maintained throughout the Term of the Subcontract and be from an insurance company that complies with the same requirements mentioned in Section 3.3.10.1 above. The Offeror must provide ASES, prior to signing the Contract, evidence of the Subcontractor's/Subcontractors' Performance Bond.

3.3.11 Contract Execution

The Offeror shall not have a right to open negotiations of the Contract with ASES. Any Offeror who places conditions on its Proposal to negotiate the terms and conditions of the Contract, excluding pricing, will be disqualified from the process. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Effective Date of the Contract.

3.3.12 Implementation Review

ASES, or designated Third Party, shall conduct an implementation review of the Contractor's operations beginning no later than three (3) months before the Implementation Date of the Contract as specified in Section 4.7 of the Contract in Appendix K.

Any changes required to the Contractor's processes as identified through implementation review activities must be made by the Contractor prior to the Implementation Date. Costs associated with these changes must be borne by the Contractor.

The Offeror awarded a Contract shall demonstrate to ASES's satisfaction that it is able to meet the requirements of this RFP and the Contract. **Certification to Go Live is contingent upon the Offeror's ability to meet the implementation review requirements.**

The Offeror shall cooperate in the implementation review, which will commence shortly after the Contract is executed.

3.3.13 Implementation Date

The Implementation Date is the date on which the Offeror would initiate the PBM and RA services. As of the date of this RFP, the Implementation Date is expected to be February 1, 2022.

Puerto Rico intends to join the Medicaid Drug Rebate Program (MDRP) by the Implementation Date. The Awarded Contractor needs to have operational capacity to provide MDRP Services and Other Enrollee Rebate Services upon the Implementation Date as determined by ASES.

3.4 General Requirements

3.4.1 Acceptance of Conditions Governing this Procurement and Other Factors

Offerors must indicate their acceptance of the conditions governing this procurement in the Letter of Transmittal Form (see Appendix B). Submission of a Proposal constitutes acceptance of the evaluation process contained in Section 5 of this RFP. ASES assumes no liability for any work performed by the selected Offeror(s) in anticipation of a binding Contract prior to the approval date and the Implementation Date of the Contract.

3.4.2 Incurring Cost

Any costs or expenses incurred by the Offeror in preparing, transmitting, or presenting any Proposal or other material submitted in response to this RFP shall be borne solely by the Offeror. Costs associated with the implementation review and preparation for Contract implementation, except as otherwise specifically permitted and considered under this RFP, shall be borne solely by the selected Offeror. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the Implementation Date of the Contract.

3.4.3 Contractor Responsibility

Any Contract that may result from this RFP shall specify that the successful Offeror is solely responsible for fulfillment of the Contract with ASES. ASES will make Payments only to the Contractor.

3.4.4 Subcontractor

3.4.4.1 Any entity who intends to provide services under this RFP as a Subcontractor of another Offeror may not participate in this process as an Offeror.

3.4.4.2 No part of the Contract resulting from this RFP may be Subcontracted without written consent of ASES prior to Subcontract execution. If Subcontractor is to be used, for functions and responsibilities under the scope of work of this RFP, the Offeror must clearly identify and explain in the Proposal their participation. Hence, all Subcontractors must be identified by name. Offeror/Contractor must also disclose the remuneration that the subcontractor will receive for the work to be carried out, and the profit margin, if any, that the Offeror will have in relation to the

subcontractor's paid fees. **Failure to comply with this requirement may be sufficient cause to disqualify the Offeror or may be held as a breach of the Contract as applicable.**

3.4.4.3 The Contractor shall be wholly responsible for the entire performance under the terms of the Contract, whether or not Subcontractors are used.

3.4.4.4 The Offeror(s) awarded a Contract must submit Subcontract(s) to ASES for review.

3.4.4.5 If Subcontractors are used, they must abide by all terms and conditions of the Contract and the Contractor must guarantee that the Subcontractor complies with all the requirements of this RFP, including all the documentation required for contracts with the Government.

3.4.4.6 ASES reserves the right to Audit Subcontractor at the Contractor's expense.

3.4.4.7 All Subcontractors are required to have a Business Associates Agreement (BAA) agreement with the Contractor.

3.4.5 Amended Proposals

Proposals may be amended prior to the submission Proposal deadline. If amended, Proposal shall be resubmitted by Offeror. Any previous submission will be discarded and ASES will only evaluate the amended/revised Proposal.

3.4.6 Offeror's Rights to Withdraw Proposal

The Offeror may withdraw its Proposal at any time prior to Contract Award through an official communication duly signed by the Authorized Representative. The Withdrawal of the Proposal does not entail the reimbursement of the \$5,000.00 fee paid for the acquisition of the RFP.

3.4.7 Proposal Offer Firm

All responses to this RFP, including Proposal prices, will be considered firm for one hundred and fifty (150) **Calendar Days**, unless ASES requests an extension of the Proposal Bond due to a change in the schedule of events of this procurement, notwithstanding whether or not a particular Proposal was selected and awarded a Contract.

3.4.8 Proposal Bond

A Proposal Bond in the amount of ten percent (10%) of the total bid for the first-year term is **REQUIRED**. **If the Offeror is presenting a Proposal for combined services, the amount of the Proposal Bond must be computed on the basis of the total bid for the combined services for the first contract year.** The Proposal Bond must be accompanied with a pledge that the Offeror will enter into a contract with ASES on the terms stated in the Proposal Bond, if awarded the RFP.

The Proposal Bond shall be either in a Certified Check or Original Proposal Bond issued by a surety company duly authorized to do business in Puerto Rico, duly certified by the Insurance Commissioner of Puerto Rico, and accepted by ASES. The Proposal must be accompanied with the corresponding evidence that the surety company is a qualified institution as herein stated. The Proposal Bond or check will be payable to ASES. **A copy must be included with the Proposal and the original must be delivered in person to ASES' Finance Office no later than 4:00 pm AST May 5, 2021.** The name of the company to whom the bond is issued must be the same as in the Proposal. **No Letter of Credit and Annual Proposal Bond will be accepted.**

If the Proposal Bond is submitted in a certified check, ASES will not pay interest at any rate for the period from when the check is submitted to ASES to the time of its return to the Offeror.

FAILURE TO COMPLY WITH THE TIMELY SUBMISSION OF A PROPOSAL BOND, ISSUED BY A QUALIFIED INSTITUTION AS STATED IN THIS SECTION, IN THE NAME OF ASES, TO COVER THIS PROCUREMENT PROCESS AND IN THE AMOUNT SPECIFIED HEREIN, WILL DISQUALIFY THE OFFEROR.

If the Offeror(s) chosen to receive a Contract withdraws its Proposal after ASES issues notice of intent to award, does not honor the terms offered in its Proposal, does not sign the Contract within a reasonable period before the implementation review, or fails to comply with an approved Divestiture Action Plan or Conflict Avoidance Plan at the time of signature of the Contract, the Proposal Bond shall be forfeited by the Offeror(s) in favor of and kept by ASES.

The Proposal Bond will be returned to the unsuccessful bidders after one hundred and fifty (150) Calendar Days of the submission of the Proposal, unless the Proposal Bond term herein established is otherwise extended per ASES request due to an extension of the schedule of events of this procurement.

3.4.9 Disclosure of Proposal Contents

Proposals will be kept confidential until the Contract is awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for the material that has been duly marked as proprietary or confidential by the Offerors. The Procurement Contact will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted in a conspicuous way "proprietary" or "confidential," subject to the requirements herein below mentioned.

Blanket labeling of the entire document as "confidential" or "proprietary," however, shall result in the bid not being evaluated.

Proprietary or confidential data shall be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential portion of the Proposal. See, Section 6.13 of this RFP. If the Offeror requests confidential treatment, Offeror must submit one (1) copy of the full Proposal

(including the Cost Proposal) with proposed confidential Information redacted. **Mere labeling of a document as confidential or proprietary will not suffice and will not be considered a redacted document.** This redacted copy must tell the general nature of the material removed and shall retain as much of the Proposal as possible.

In a separate appendix, Offerors shall supply a listing of the provisions identified by Section/Subsection number for which it seeks confidential treatment and identify the statutory basis or bases under federal law and/or Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.

Confidential Data is normally restricted to confidential financial Information concerning the Offeror's organization and Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act and Act #80 of June 3, 2011, as amended, (known as "Industrial and Trade Secret Protection Act of Puerto Rico"). **The price of products offered, or the cost of services proposed shall not be designated nor considered as proprietary or confidential information. Hence, it will be fully disclosed to the public.**

If a request is received for disclosure of Data that an Offeror has marked confidential in accordance with the rules of this RFP, the Procurement Contact shall examine the Offeror's confidentiality requests and issue a written Determination that specifies which portions of the Proposal may be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the disclosure of the nonconfidential portions of the Proposal will be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential Data.

By submitting a Proposal, Offeror acknowledges that it is responsible for defending the confidential nature of the portions of its Proposal marked as such and agrees to hold harmless and indemnify the Government of Puerto Rico, ASES and the Federal Government for all costs or damages associated with ASES or other governmental entities defending Offeror's request for confidential treatment. Offeror also agrees that ASES may copy the Proposal to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any Third Party.

The Government of Puerto Rico maintains the right to use all ideas, or adaptations of those ideas, contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal shall not affect this right.

3.4.10 No Obligation

This procurement in no manner obligates the Government of Puerto Rico or any of its agencies to use any proposed professional services until a valid written Contract is executed and approved by the appropriate authorities.

If within a reasonable time after the Notice of Intent to Award is issued and the Contract is finally approved by all applicable governmental agencies, a Contract is not finally executed between ASES and the selected Offeror(s), ASES reserves the right to cancel said award and award the contract to the next best Offeror(s).

Upon submitting its Proposal, the Offeror acknowledges and accepts that even if it is selected, if there is a breakdown in the Contract negotiation that prevents its execution, ASES may proceed as herein stated.

3.4.11 Termination

This RFP may be terminated at any time, and any and all Proposals may be rejected, in whole or in part, when ASES determines in its sole discretion such action to be in the best interest of the Government of Puerto Rico. If the Government of Puerto Rico terminates this procurement, the Offerors will be refunded the \$5,000.00 no later than ninety (90) Calendar Days after termination date or credited if a new procurement is announced and the Offeror elects to participate in such procurement.

3.4.12 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient Government of Puerto Rico and/or federal appropriations or authorizations, including from the Financial Oversight and Management Board for Puerto Rico, do not exist. Such termination will be effected by written notice to the Contractor. ASES's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. See also Section 1.5.10 of this RFP.

3.4.13 Legal Review

ASES requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly brought to the attention of the Procurement Contact. See, Appendix B of this RFP.

3.4.14 Governing Law

This procurement and any Agreement that may result from it shall be governed by the laws of the Government of Puerto Rico and the federal government.

3.4.15 Basis for Proposal

Only Information included in this RFP, the Procurement Library and the information supplied by ASES in writing through the Procurement Contact in the form of questions and answers should be used as the basis for the preparation of Offeror's Proposal.

3.4.16 Contract Terms and Conditions

The Contract(s) between ASES and the Offeror(s) selected will be provided by ASES. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract(s).

3.4.17 Offeror Qualifications

The Evaluation Committee (Section 5 of this RFP) may make such investigations as it may deem necessary and/or convenient to determine the Offeror's ability to adhere to the requirements specified in this RFP. The Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer will be rejected.

3.4.18 Notice

Offerors are advised that any violation of federal or Puerto Rico law and regulation regarding attempts to improperly influence this procurement may result in criminal and/or civil penalties.

3.4.19 Right to Publish

Throughout this RFP process and Contract Term, potential Offerors, and the selected Contractor(s) must secure from ASES written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or a subsequent Contract. Failure to adhere to this requirement may result in disqualification of the Offeror's Submission or termination of the Contract.

3.4.20 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of ASES and the Government of Puerto Rico.

3.4.21 Electronic Mail Address Requirement

A large part of the communication regarding this procurement will be conducted by electronic mail (email) and through the secure site. Offerors must have a valid email address to receive all correspondence and notices during this RFP procurement.

3.4.22 Use of Electronic Versions of this RFP

Certain portions of this RFP may be provided in Word format upon requesting it by a written email to pharmacyrfp2022@asespr.org. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to this RFP. In the event of conflict between a version of this RFP in the Offeror's possession and the version maintained by ASES, the

version maintained by ASES shall govern. The Offerors should avoid using encrypted or password protected email communications.

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4

Response Format and Organization

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in disqualification of the Proposal.

4.1 Number of Responses

Offeror shall submit only one (1) Proposal and Cost Proposal Template. Alternative proposals will not be accepted. A compliant Proposal includes the Mandatory Requirements and forms listed in Section 6 of this RFP, responses to the questions in Section 7 of this RFP, the cost proposal, and other forms and appendices required in this RFP.

4.2 Proposal Format

All proposals must be typewritten on standard 8 ½" x 11" paper. The pages should have one-inch margins, and the font shall be 12-point Arial. The Proposal must be set at a one and one-half (1.5) line spacing. Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc. Offerors must comply with the page limit requirements specified in Section 4.5 of this RFP. The Proposals must be in Microsoft Word or a searchable PDF format. All pages of the Proposal shall include the RFP title "GHP PBM and RA Services RFP # Pharmacy 2022" consistently in either the footer or header on each page.

The Proposal and its appendices must be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico. Each document containing tabulated data is required in Excel® format, preferably latest version.

The Proposal and its Appendices shall not be password protected or locked.

4.3 Proposal Organization

Proposals should be prepared simply and economically. ASES will determine the responsiveness of the Proposal by its quality, not by its volume, packaging or colorful displays. ASES is interested in proposals that provide well-organized, comprehensive, technically sound business solutions and straightforward, concise but at the same time detailed and precise descriptions of the Offeror's ability to meet the requirements of this RFP. Vague explanations may undermine the proposing firm's credibility and may result in reduced Proposal scores.

Proposals must comply with the page limits provided in Section 4.5.

Proposals may include appendices. Pages in excess to the specified page limits for Section 7 of this RFP will not be considered as part of the Proposal.

4.4 Mandatory Requirements Section of the Proposal

The Offeror's response to the Mandatory Requirements listed in Section 6 of this RFP must be uploaded to the secure site as a separate document. The documents and appendices pertaining to each subsection of Section 6 must be uploaded to the corresponding folder created and identified accordingly. The name of the file to be uploaded to each folder must contain either an abbreviated name or initial letters of the Offeror and the specific section or appendix. (e.g., if the Offeror's name is Unity Care System, Inc. and the file is Appendix B the file should be named Unity App B or UCS App B).

The table of contents for Section 6 must contain a list of all sections and subsections of the Mandatory Requirements and the corresponding page numbers.

For example:

Section 6.3 Pages 55–85

Section 6.3 (1) Pages 57–60

Section 6.3 (2) Pages 60–85

The Table of Contents shall be linked to appropriate sections in the Mandatory Requirements document. The Table of Contents shall contain hyperlinks to allow a reviewer to navigate through this RFP using the Table of Contents. There are no page limits on the Mandatory Requirements documents.

4.5 Technical Proposal

The Offeror's response to the Technical Proposal listed in Section 7 of this RFP must be uploaded to the corresponding folders created and identified accordingly. The table of contents for Section 7 must contain a list of all sections and subsections of the technical requirements and the corresponding page numbers.

For example:

Section 7.2 Pages 75–85

Section 7.2 (a) Pages 75–78

The Table of Contents shall be linked to appropriate sections in the technical requirements document. The Table of Contents shall contain hyperlinks to allow a reviewer to navigate through this RFP using the Table of Contents.

The Offeror is limited to the following technical proposal page limits, excluding appendices, which will not count towards this limit for the following types of offers:

- 1) Combined Services Offer: One hundred (100) pages
- 2) PBM Services Only Offer: Seventy (70) pages
- 3) RA Services Only Offer: Thirty (30) pages

The response to the first question in Section 7 of this RFP shall be labeled as Page 1 with each subsequent page numbered thereafter. The pages in the electronic file technical proposal must be numbered sequentially and include the section type (e.g., Staffing – pg. ____).

Numbering of pages should continue in sequence through each separate section (e.g., if the answers to the questions in Section 7.2 of this RFP begin on page 10 it should be labeled as “Staffing” – pg. 10).

4.6 Cost Proposal

Must include a duly signed PDF copy of the cost proposal template with initials on each page (See Section 4.8 of the RFP) as well as an Excel version. Both must contain the same information and each page must be identified with the name of the Offeror. In case of any inconsistencies between the PDF signed copy and the Excel version of the Offeror’s Cost Proposal, the signed copy will prevail.

4.7 Responses to the Mandatory Requirements and Technical Proposal

All information must be incorporated in response to a specific requirement and clearly referenced. Evaluation sub-committees will review only the section of the Proposal that is assigned to their sub-committee. Therefore, it is imperative that the response to each question is complete and independent of information or responses in other sections of the Proposal. Offerors may not reference the Cost Proposal in response to the Mandatory Requirements or Technical Proposal.

ASES will not search for responses in other sections of the Proposal nor outside of the Proposal when citations to other sources or hyperlinks are provided. A policy, brochure, manual, or reference to a policy, brochure, manual or website does not constitute an adequate response and will not be considered.

Appendices must be included sequentially in the response and described in the narrative as necessary. If an appendix must be referenced twice – it must be included twice. Meaning, if the Offeror wants to include the same appendix in a response to Question 1 of Section 7.1 and Question 2 of Section 7.3 it must include that same appendix twice in its response to Question 1 and Question 2.

4.8 Signature

The person authorized to legally bind the Offeror must sign each RFP appendix that requires a signature and/or initials.

5

Evaluation and Scoring

5.1 General

- 5.1.1 ASES's Evaluation Committee, and its Subcommittees, designated by the Executive Director of ASES, shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.
- 5.1.2 Only Offerors who acquired the RFP documents and submitted a timely Acknowledgment of Receipt Form of RFP and Notice of Intent to Participate (Appendix A of this RFP), may present a Proposal.
- 5.1.3 Failure of the Offeror to comply with the instructions of this RFP, failure to submit a complete Proposal or failure to submit a timely Proposal and Proposal Bond shall be grounds to disqualify the Offeror's Proposal. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. ASES reserves the right to use its best judgment to determine what constitutes a minor irregularity and a minor instance of non-compliance.
- 5.1.4 ASES reserves the right to ask clarifying questions and request additional information from the Offeror at any stage of the process. If the Offeror fails to answer and/or respond to any clarifying questions or requests for additional Information, the Offeror's Proposal will be disqualified.
- 5.1.5 ASES shall be the sole judge in the selection of the successful Offeror(s).

5.2 Scoring Summary

- 5.2.1 Regardless of whether the Offeror bids on Combined Services or separately for PBM Services Only or RA Services Only, proposals will be weighted as noted in Table 4.

Table 4: Scoring Summary

Section Title	Section Weighting
Mandatory Requirements (Section 6)	Pass/Fail
Technical Proposal (Section 7)	80%
Cost Proposal (Section 8)	20%

5.3 Mandatory Requirements Evaluation

Each Proposal shall be evaluated to determine whether the requirements, as specified in this RFP, have been met. Failure to adequately meet any Mandatory submission requirement may cause the entire

Proposal to be deemed non-responsive and be rejected from further consideration. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. See, Section 5.1.3. Each Proposal will be evaluated against the following Mandatory Requirements criteria:

- Proposal Bond and Proposal was submitted within the closing date and time (refer to Section 3.3.7 Submission of Proposal Bond and Proposal of this RFP).
- Mandatory Requirements will be scored as either “Pass” or “Fail”. If the Proposal meets all requirements in Section 6 Mandatory Requirements Proposal of this RFP, the Proposal will “Pass” the Mandatory Requirements section. If the proposal is missing certain requirements in Section 6 Mandatory Requirements Proposal of this RFP that are not minor irregularities and minor instances of noncompliance as noted above, the Proposal will “Fail” the Mandatory Requirements section.
- If ASES does not receive any Proposal that meets the Mandatory Requirements, ASES may cancel this RFP.

5.4 Technical Proposal Evaluation

5.4.1 Each Proposal that passed the Mandatory Requirements evaluation shall be evaluated to determine whether the technical requirements, as specified in this RFP, have been met. The Technical Proposal Evaluation Subcommittees will evaluate the Technical Proposals pursuant to Section 7 Technical Proposal (Operational and Programmatic Requirements) of this RFP. Through a consensus process, the Technical Proposal Evaluation Subcommittees will prepare one (1) final score sheet for each technical section of each Technical Proposal.

5.4.2 The Technical Proposal Evaluation Subcommittees will review only the sections of the Proposal that are assigned to their particular subcommittee. Therefore, it is imperative that the response to each question is complete and independent of information or responses in other sections of the Technical Proposal.

5.4.2.1 The Evaluation Subcommittees will review, evaluate and score the sections of each Technical Proposal based on the Proposal’s completeness, thoroughness, and how it demonstrates that it meets or exceeds the RFP requirements.

5.4.2.2 Table 5 shows the scoring criteria ASES will use to assign points.

Table 5: Scoring and Criteria for Point Assignment

Point Value	Descriptions	Criteria for Point Assignment
0	Absent or Unresponsive	Proposal response is missing or is non-responsive for it does not address ASES’s requirements.

Point Value	Descriptions	Criteria for Point Assignment
1	Barely Satisfactory	Proposal response is incomplete. The Offeror failed to provide a fully compliant response to the requirements in the Procurement and the omission(s), or defect(s), are significant. The quality of the proposal response is considered to be less than average for a qualified Offeror.
2	Satisfactory	Proposal response is satisfactory or meets ASES' requirements. This score may be awarded if the Offeror has met the minimum requirements established in the Procurement. Omission(s) or defect(s), if any, are insignificant and acceptable. The proposal response is considered to be of average quality for a qualified Offeror
3	More than Satisfactory	Proposal response is more than satisfactory and fully meets ASES's requirements. No omission(s) or defect(s) are apparent. The proposal response is above the average quality that is expected from a qualified Offeror.
4	Superior	Proposal response surpasses ASES's requirements. Proposer offers one (1) or more enhancing feature, method or approach that will benefit ASES.

In assigning points, evaluators shall consider issues including, but not limited to, the extent to which a Proposal response:

- a. Is lacking the required information (e.g. whether it is lacking depth or breadth or significant facts and/or details).
- b. Is fully developed.
- c. Demonstrates that the Offeror understands ASES's needs, the services sought, and/or the Offeror's responsibilities.
- d. Illustrates the Offeror's capability to perform all services and meet all requirements.
- e. If implemented, will contribute to the achievement of ASES's goals and objectives.
- f. Demonstrates the Offeror's capacity, capability and/or commitment to exceed regular service needs, that is, whether it offers enhanced features, approaches, or methods, or creative or innovative business solutions.

5.4.3 Table 6 shows the maximum points for each Technical Proposal category to be scored for a Combined Services Offer.

Table 6: Maximum Points by Technical Proposal Section – Combined Services

Technical RFP Section	RFP Section	Section % Weighting	Total Points for Section	Number of Questions	Points for Each Question
Implementation	7.1	3%	40	4	10
Pharmacy Network	7.2	4%	50	5	10
Claims Processing and Payment	7.3	23%	280	8	35
P&T Committee	7.4	5%	60	4	15
Pharmacy Financial Committee	7.5	2%	30	3	10
Formulary Management	7.6	2%	30	3	10
Drug Utilization Review and Evaluation	7.7	2%	20	5	4
Care Management and High Cost High Needs Program	7.8	2%	20	4	5
Fraud, Waste, and Abuse	7.9	2%	30	3	10
Other Enrollee Rebate Invoicing and Processing	7.10	8%	100	5	20
MDRP Invoicing and Processing	7.11	20%	240	4	60
Additional Rebate I Services: Supplemental Rebates and Value Based Purchasing Agreements	7.12	2%	30	1	30
Information System and Management	7.13	7%	80	8	10
Staffing and Key Personnel	7.14	12%	150	3	50
Reporting	7.15	5%	60	4	15
Total Questions and Technical Points			1220	64	

Because there are overlapping technical questions and questions only for PBM Services and others only for RA Services, the maximum technical points for those individual service offers are:

- 1) PBM Services Only (49 questions): 775 points
- 2) RA Services Only (30 questions): 740 points

5.4.3.1 Points to each question will be awarded as follows in Table 7:

Table 7: Point Value Assessed

Point Value	% of Possible Points
4	100%
3	75%
2	50%
1	25%
0	0%

For example, if a response to question 7.1.1 receives a 3 score, it will receive 7.5 points for question 7.1.1 as shown in Table 8.

Table 8: Point Value Example

Subsection	Point Value Given	% of Possible Points	Points Obtained
7.1.1	3	75%	7.5
7.1.2	2	50%	5
7.1.3	3	75%	7.5
7.1.4	1	25%	2.5
Total for Sec. 7.1			22.5

5.5 Cost Proposal Evaluation

Each Proposal that passed the Mandatory Requirements evaluation shall have its Cost Proposal evaluated.

5.5.1 Each Cost Proposal shall be reviewed to ensure that the Cost Proposal is complete. Submission of a complete Cost Proposal in ASES's prescribed format is mandatory. The Cost Proposal may be determined non-responsive if the Offeror fails to comply with the Cost Proposal instructions and requirements.

5.5.2 The Sum of the Total Annual Costs proposed for Contract Years 1 through 3 will be evaluated in the Cost Proposal Evaluation (Offeror's Total Costs). Proposed costs for Years 4 and 5 will be reviewed but not be included in the Cost Proposal Evaluation calculation for Cost Proposal Points, as those Contract Years may be further negotiated in the third contract year. Proposed costs for Additional Rebate Aggregator Services (Article 16 of the Contract in Appendix K) also will be

reviewed but not included in the Cost Proposal Evaluation calculation for Cost Proposal Points, as these services may be further negotiated upon ASES’s determination to exercise these services. Maximum available cost proposal points by offer type are shown in Table 9.

Table 9: Maximum Cost Proposal Points

Services	Maximum Available Cost Proposal Points
PBM Services Only	194
RA Services Only	185
Combined Services	306

5.5.3 An example of the application of the formula for determining Cost Proposal Points is as follows:

$$\text{Cost Proposal Points} = (1 - (\text{Offeror's Total Costs Being Scored} - \text{Lowest Offeror's Total Costs}) / \text{Lowest Offeror's Total Costs}) \times \text{Maximum Points}$$

If the formula results in a negative number (which happens when the Offeror’s cost is more than 2 times the lowest Total Cost submitted), zero points are awarded.

Table 10 provides a Hypothetical Computation of Cost Proposal Scores for Combined Services with Maximum Points = 306. Other Offeror’s points determined by formula.

Table 10: Hypothetical Computation of Cost Proposal Scores (Combined Services)

PBM Services Offeror	3 Year Total Annual Costs	Formula	Cost Proposal Points
A	\$750,000	$(1 - (\$750,000 - \$500,000) / \$500,000) * 306 = 153$	153
B	\$500,000	$(1 - (\$500,000 - \$500,000) / \$500,000) * 306 = 306$	306
C	\$2,000,000	$(1 - (\$2,000,000 - \$500,000) / \$500,000) * 306 = - 612$ Results in negative number	0

5.5.4 Cost Proposal Points will be determined separately for PBM Services, RA Services and Combined Services.

5.6 Final Evaluation

5.6.1 Once all Technical Proposals and Cost Proposals have been scored, the Evaluation Committee will identify up to the Top 5 Technical Scores for consideration of the Best and Final Offer (BAFO) Evaluation. The Top Offerors will be determined separately for 1) PBM Services and 2) RA

Services. Only those Offerors that are in the Top 5 for Technical Scores for both PBM Services and RA Services will be considered for the Top 5 Combined Services.

5.6.2 From the Top 5 Technical Score selections in each category, the Evaluation Committee will add the Cost Proposal Evaluation Scores to narrow the selection to determine the Offerors to be considered for BAFO negotiations. ASES has full discretion to choose the Top 3 for Combined Services and/or to choose the Top 3 individually for RA Services and PBM Services for BAFO negotiations. ASES's preference is for the best Combined Services offer but will consider separate RA and PBM Services contracts if it is in the best interest for Puerto Rico based on quality and value.

5.6.3 The Evaluation Committee will add the Cost Proposal Points to the Top 5 Technical Proposal Offers. Subsequently, the Offerors' Combined Technical and Cost Proposal Scores will be re-ranked to determine the Top 3 Offerors for Combined Services and/or the Top 3 Offerors for separate PBM Services and RA Services that will move onto the BAFO Evaluation.

ASES reserves the right to expand the Top 3 to the Top 4 if the Total Combined Scores is very close in Technical and Cost Proposal Scores.

5.7 Best and Final Offer (BAFO)

The Offeror(s) selected for the BAFO Evaluation will be notified by the Procurement Contact of the term to submit their BAFO. The BAFO must be submitted within no less than thirty-six (36) hours of the notification, unless otherwise stated in the notification. The BAFO must be submitted using Appendix J - Cost Proposal Template unless otherwise instructed and be signed by the individual identified in the Corporate Resolution, see Section 6.7.3.4 of this RFP, following the same requirements of Section 4.6.

5.8 Interviews

The Evaluation Committee may hold virtual interviews or demonstrations with the top total scoring Offerors. No points will be allocated to the interviews. The interviews will function solely as a verification check of the Offeror's proposals. Offerors shall be responsible for any and all costs related to the interview and/or demonstration.

5.9 Executive Committee Evaluation

Results of all the evaluations of the finalists will be presented blind to the Executive Committee, who after their holistic analysis will make their recommendation to the Board of Directors of ASES.

5.10 Intent to Award Contract

5.10.1 Upon careful consideration of the final recommendations of the Executive Committee, ASES's Board of Directors will make a final determination as to the Offeror(s) that will receive a Contract from the Government of Puerto Rico. See also Section 3.3.8 of this RFP.

5.10.2 ASES reserves the right to select a Proposal with a higher Cost Proposal, if the quality of the service or if it is in the best interest of the Government of Puerto Rico in this regard, so warrants it. Such a determination must be fully justified in the record.

5.10.3 ASES reserves the right to reject any and all proposals in whole or in part, if it is determined to be in the best interest of Puerto Rico.

5.10.4 Puerto Rico reserves the right to consider economic impact for Puerto Rico when evaluating proposals. This includes, but is not limited to: job creation, job retention, tax revenue implications and other economic considerations.

5.10.5 In case that only one Proposal is received or that only one Offeror is a responsive proponent, ASES reserves the right, in its best interest and in its sole discretion, to award the RFP to said Offeror with or without a prior negotiation or cancel the RFP.

5.10.6 Upon selection of the Offeror(s) that will receive a Contract, ASES shall initiate the contracting process. The selected Offeror(s) shall be notified in writing by the Executive Director of ASES that the Proposal has been accepted and that ASES intends to engage Offeror(s) under the terms of the Contract.

5.11 Communication with Offeror(s)

During all phases and stages of the evaluation period, the Procurement Contact may initiate discussions with Offeror(s) who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals. These discussions SHALL NOT be initiated by Offeror(s).

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Mandatory Requirements Proposal

6.1 Letter of Transmittal

The Mandatory Requirements Proposal must include a signed Letter of Transmittal. (See Appendix B of this RFP).

6.2 Qualifications and References

6.2.1 Provide the Independence and Conflict of Interest Certification and the Conflict of Interest Affidavit (Appendix C and C-1). Offeror must submit Appendices C and C-1 for the Offeror and for each Subcontractor to be used for functions and responsibilities under the Scope of Work of this RFP.

6.2.2 Provide a detailed description of the company, its operations, and ownership, addressing the following, in no more than three (3) pages:

6.2.2.1 General description of primary business of the organization and its client base;

6.2.2.2 Organization's areas of specialization.

6.2.2.3 Any current or recent experience working with state Medicaid agencies;

6.2.2.4 Size of organization, including structure and ownership. The organizational chart or diagram should present information clearly and concisely and include, at a minimum, the lines of authority and reporting and roles and functions for each position. Include a narrative description to supplement the chart or diagram.

6.2.2.5 Length of time organization has been in business.

6.2.3 Describe the Offeror's experience in providing services similar to those included in the scope of this RFP, with emphasis on clients of similar size as GHP and Other Enrollees and details on the number of years of providing services. **Do not include ASES as one of your clients.**

6.2.4 Provide a certification confirming the Offeror's/Offerors' adherence to the requirements of this RFP and the expectations of ASES as stated in Section 1.1 of the RFP.

6.2.5 Provide a list of terminated contracts for the type of services required in this RFP, including expired or non-renewed Contracts, in the last five (5) years and the reason/circumstances pertaining to the termination.

6.2.6 Provide a list of three (3) specific business references with at least one (1) for a state Medicaid program or other large similar government or large private industry project within the last (5) years, or similar engagement. **The Offeror shall not use ASES as a reference to fulfill this requirement.**

Each reference must include the contact name, phone number, email address, a brief description of the services provided, and the period of service.

References for the Offeror shall be submitted to ASES using the questionnaire contained in Appendix H of this RFP strictly following the instructions therein stated as well as those in Section 3.3.6 of this RFP.

6.3 Key Personnel

The Offeror must demonstrate that staff proposed as Key Personnel as described in Article 20 of the Contract in Appendix K have the proper credentials and experience to perform all duties and responsibilities of that role. For each Key Personnel, include the following:

- Name;
- Role; and
- Resume.

NOTE: The information to be provided under this section must be for specific individuals, not generic for title/role.

6.4 Proposal Bond

Include with the Proposal a copy of the Proposal Bond in the amount of ten percent (10%) of the total bid for the first contract year, **delivered in person to ASES' Finance Office no later than 4:00 PM AST May 5, 2021. If the Offeror is presenting a Proposal for combined services, the amount of the Proposal Bond must be computed on the total bid for the combined services for the first contract year.**

Also include with the Proposal evidence that the issuing bond entity is a qualified institution. For further details, requirements and instructions regarding the Proposal Bond, refer to Section 3.4.8 of this RFP.

FAILURE TO COMPLY WITH THE TIMELY SUBMISSION OF A PROPOSAL BOND, ISSUED BY A QUALIFIED INSTITUTION AS STATED IN SECTION 3.4.8 OF THIS RFP, IN THE NAME OF ASES, TO COVER THIS PROCUREMENT PROCESS AND IN THE AMOUNT SPECIFIED HEREIN, WILL DISQUALIFY THE OFFEROR.

6.5 Tax Identification Number

Provide the Offeror's federal taxpayer identification number and Commonwealth taxpayer identification number, if different.

6.6 Suspension and Debarment Form

The Offeror must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Form to certify compliance with federal regulations relating to suspension and debarment. (See Appendix D of this RFP).

6.7 Financial and Legal Documentation

6.7.1 Financial Statement

6.7.1.1 Provide audited financial statements prepared by an independent Certified Public Accountant (CPA) for the two (2) most recent fiscal years. If the Financial Statements for the latest full fiscal years have not been issued, submit Management-prepared financial statement and related notes.

6.7.1.1.1 Must provide a detail of any significant outstanding account balances that represents, alone or when added to other accounts, more than seventy-five percent (75%) of account receivables and payables.

6.7.1.1.2 Must provide a description of any substantial business surpluses resulting from nonrecurring transactions or items, changes in accounting treatment, and/or asset transfers or other activities with affiliates.

6.7.1.1.3 The Offeror's firm name must be included on each page submitted.

6.7.1.1.4 Must include the contact information for the CPA/Audit firm, a copy of the CPA's Opinion Statement and report, and an explanation to all noted audit exceptions

6.7.1.2 Provide the current Month-End Balance Sheet and Year-to-Date Income Statement at the time of Proposal submission.

6.7.1.3 Explain any negative financial information in the Offeror's financial statements.

6.7.1.4 Provide any relevant documentation regarding your organization's relationship to Parent, affiliated and/or related business entities, including, but not limited to Subcontractor(s), subsidiaries, joint ventures, or sister companies.

6.7.1.5 Provide Offeror's projected pro forma financial statement and statement of changes in financial position for the next three (3) years predicted upon operation without the award of this Contract.

6.7.1.6 Provide Offeror's detailed financial plan and proposed cash flow budget demonstrating that the availability and source of sufficient funds to cover the Offeror's projected operation cost without risk of insolvency were the Offeror to provide the contractual services under the Contract period.

6.7.2 Provide a statement of whether there is any pending or recent (within the past five (5) years) litigation against the Offeror(s). This shall include but not be limited to litigation involving

noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this RFP and Contract. The Offeror does not need to report workers' compensation cases.

6.7.2.1 If there is a pending or recent litigation against the Offeror, the Offeror shall describe the damages being sought or awarded or the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include an opinion of counsel as to the degree of risk presented by any pending litigation and whether the pending or recent litigation will impair the Offeror's performance in a Contract under this RFP.

6.7.2.2 If there has been a judgment against the Offeror please provide the details of the judgment and an opinion of counsel as to the degree of risk presented by the judgment and whether the judgment will affect the Offeror's solvency and/or impair the Offeror's ability to perform under the Contract. The Offeror shall include its Parent organization, affiliates, and subsidiaries.

6.7.2.3 Additionally, for the last five (5) years, list any monetary sanctions Offeror has incurred pursuant to contract enforcement from any state, Government of Puerto Rico, federal, or private entity, including the date, amount of sanction, and a brief description of such enforcement and resolution. Include in your response, a brief description of any corrective action plan the Offeror has been under during the same time period.

6.7.2.4 Indicate whether, in the last ten (10) years, the Offeror, a predecessor company, or the Offeror's parent organization has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation detailing relevant facts, including the date on which the Offeror emerged from bankruptcy or expects to emerge. If still in bankruptcy, provide a summary of and anticipated timeframe for approval of a plan of reorganization.

6.7.3 Provide the following Certifications:

6.7.3.1 Current Certification of the Single Registry of Professional Service Providers ("RUP" for its Spanish acronym) issued by the Puerto Rico General Services Administration ("Administración de Servicios Generales de Puerto Rico" or "ASG" for its Spanish acronym).

6.7.3.1.1 If the Offeror has completed the registry process and is awaiting issuance of the certification by ASG at the time of submitting the Proposal, the Offeror must submit:

- (1) evidence of payment of the certification process;
- (2) the current status of said process;
- (3) all the certifications and documentation submitted to the RUP with evidence of submission; and

(4) a certification attesting that it recognizes that, if a Contract is awarded to the Offeror under this RFP:

a. the Offeror must provide, before the signature of the Contract, a Current Certification of the Single Registry of Professional Service Providers (RUP Certification);

b. that failure to provide the RUP Certification will cause the forfeiture of the Proposal Bond in favor of ASES and that ASES may cancel the Award and issue an Award in favor of the next best Offeror(s).

ASES reserves the right to Award the RFP, even if at the time of the Award the Graceful Offeror does not have the RUP Certification, provided that ASES has been given sufficient reliable and convincing proof that there is no impediment for the ASG to issue the RUP Certification before the Contract is signed.

6.7.3.1.2 If the Offeror is not registered in the RUP at the time of submission of the Proposal:

(1) the Offeror must submit with the Proposal all the certifications required by the RUP, namely:

a. Current Certification from the Treasury Department of Puerto Rico that the Offeror has no outstanding debt with the Department or, if such a debt exists, it is subject to a payment plan or pending administrative review under applicable law or regulation (Model SC 6096).

b. Certification of filing of income tax returns issued by the Department of the Treasury confirming filing for the last five (5) years prior to the Contract. If the Offeror has not filed a return in any of the five (5) years, it must indicate the reasons for not filing a return. (Model SC 6088).

c. Current Certifications from the Center for the Collection of Municipal Revenues ("CRIM", its Spanish acronym) certifying:

i. that there is no outstanding debt on all concepts of property or, if a debt exists, that such debt is subject to payment plan or pending administrative review under applicable law or regulations;

ii. filing of property tax returns for the last five (5) years prior to the Contract. If the Offeror has not filed a return in any of the five (5) years, it must submit a sworn statement indicating the reasons for not filing a return.

d. Certification issued by the Minor Children Support Administration (“ASUME”, by its Spanish acronym) of no outstanding order of withholding of wages for the payment of alimony or child support debts, if applicable.

e. Certification of Unemployment Insurance and Disability Insurance issued by the Department of Labor of the Commonwealth of Puerto Rico;

f. Certification of no debt and registration as employer under the Chauffer Insurance Act, issued by the Department of Labor of the Commonwealth of Puerto Rico or, if such a debt exists, it is subject to a payment plan or pending administrative review under applicable law or regulation;

g. Certification of current insurance policy with the Commonwealth of Puerto Rico Workmen’s Compensation Fund (Fondo de Seguro del Estado);

h. Current Copy of the Certificate of Merchant’s Registry (Model SC2918). If the Offeror is a retaining Agent, must also submit:

1. Current Certificate of filing of IVU returns issued by the Department of the Treasury confirming filing for the last five (5) years prior to the Contract. If the Offeror has not filed a return in any of the five (5) years, it must indicate the reasons for not filing a return.

2. Current Certificate from the Treasury Department of Puerto Rico that it has no outstanding debt related to the IVU (Model SC 2942) or, if such a debt exists, it is subject to a payment plan or pending administrative review under applicable law or regulation.

j. Current Certificate of Incorporation and Good Standing issued by the State Department and date of issue;

k. Current Certificate of authorization to do business in Puerto Rico issued by the State Department. If the Offeror is in the process of being so authorized, the Offeror must present sufficient evidence of said process and the current status; See Section 1.9.1 of the RFP (“The Offeror and any proposed subcontractor **must be authorized** by the Department of State of Puerto Rico to do business in Puerto Rico **prior to Contract Award**”).

l. Certificate of Criminal Record issued by the Puerto Rico Police Department.

(2) the Offeror will be given an automatic non-extendable term of five (5) business days, from the date of the submission of the Proposal, to submit the RUP Certification. If at the term of the five (5) business days, the Offeror does not have

the certification, it must comply with the requirements of Section 6.7.3.1.1 of this RFP.

Failure to comply with Section 6.7.3.1.1 and/or Section 6.7.3.1.2, as the case may be, will cause the disqualification of the Offeror.

6.7.3.2 A sworn statement certifying that it has no debts with the government of Puerto Rico, or with any state agencies, corporations or instrumentalities that provide or are related to the provision of health services or, if a debt exists, that such debt is subject to a payment plan with which the Offeror is in compliance, a work plan to reconcile amounts in controversy with which the Offeror is in compliance, or pending administrative review under applicable law or regulations. In such case, the Offeror must submit recent evidence of said payment plan, debt reconciliation agreement or pending administrative review. See Section 1.5.16 of the RFP.

6.7.3.3 Certification from the Puerto Rico Administration of Medical Services (“ASEM”, its Spanish acronym) certifying that there is no outstanding debt or, if a debt exists, that such debt is subject to a payment plan with which the Offeror is in compliance, a work plan to reconcile amounts in controversy with which the Offeror is in compliance, or pending administrative review under applicable law or regulations. See Section 1.5.16 of the RFP.

6.7.3.4 Corporate resolution identifying the person authorized to represent and legally bind the entity. In case of a Limited Liability Company, the Offeror must submit evidence of the designation as Administrator or as authorized voting member. See Letter of Transmittal, Appendix B of this RFP.

6.7.3.5 Letter to indicate the agencies or government agencies with which the Offeror has or is in contract negotiation process;

6.7.3.6 Certification of updated municipal patent.

6.7.3.7 Retention waiver issued by the Treasury Department, in order to reduce or eliminate the applicable tax retention. If no waiver is presented, ASES shall deduct the applicable amount from payments to be made to Contractors for services rendered.

6.7.3.8 Provide evidence of registration in the System for Award Management (SAM) <https://www.sam.gov/SAM/>. If not currently registered, provide evidence of current status of registration process. **WARNING:** The Offeror must be registered at the time of the Award.

6.7.3.9 Provide a certification to the effect that all current personnel who would be providing services under the RFP and eventual contract are trained in the administrative, physical and technical aspects of HIPAA Law as established in 45 CFR §§ 164.308, 164.310, 164.312, 164.316. If said personnel is not currently trained, explain why and submit a Certification to the effect that, if awarded a contract, will fully comply with this requirement.

6.8 Information Systems Audit

Provide a copy of the Offeror's most recent information systems audit (e.g. SSAE18).

6.9 Insurance Policies

Provide a copy of any and all liability insurance policies including at a minimum, commercial general liability policy, Electronic Data Processes Error and Omissions, Miscellaneous Error & Omissions Insurance, excess liability, workers' compensation policy, unemployment insurance policy, Professional Responsibility Insurance and Cyber Security Liability Insurance. If the Offeror presently does not possess the insurance policies mentioned in Article 23 of the Contract or with the limits mentioned in said Article, please explain the reason and submit a Certification to the effect that, if awarded a contract, will fully comply with these requirements.

6.10 Fraud and Misappropriation

Submit the Sworn Statement on Fraud and Misappropriation duly filled in and signed before a Notary Public (Appendix E of this RFP).

6.11 Other Appendices or required documents in the RFP

6.11.1 Submit the Disclosure of Lobbying Activities, if applicable. If not applicable, explain. (Appendix F of this RFP).

6.11.2 Submit any other applicable appendices and documentation required throughout the RFP that is not expressly requested under another item in Sections 6, 7 and 8 of this RFP.

6.12 Subcontractor(s)

If the Offeror(s) will be using Subcontractor(s) for functions and responsibilities under the Scope of Work of this RFP, it must provide the following documentation:

6.12.1 Identify each subcontractor, specify the tasks in which each subcontractor will intervene and disclose the remuneration that the subcontractor will receive for the work to be carried out, and the profit margin, if any, that the Offeror will have in relation to the subcontractor's paid fees.

6.12.2 Attestation of Independence and Freedom from Conflict of Interests and Conflict of Interest Affidavit (Appendices C and C-1 of this RFP)

6.12.3 Suspension and Debarment Form (Appendix D of this RFP)

6.12.4 Sworn Statement on Fraud and Misappropriation (Appendix E of this RFP)

6.12.5 Disclosure of Lobbying Activities, if applicable. If not applicable, explain. (Appendix F of this RFP)

6.12.6 All Certifications required under Section 6.7.3 of this RFP.

6.12.7 Copy of insurance policies mentioned in Section 6.9 of this RFP that apply to services to be provided.

6.12.8 Provide a list of any litigations or sanctions that have been applied under any current or former services contract in the last three (3) years. State the status, final outcome and findings in said process, particularly, any findings of noncompliance under federal or state law.

6.12.9 Provide at least three (3) specific business references with at least one (1) for a state Medicaid program or other large similar government or large private industry project within the last (5) years, or similar engagement or project of similar size and scope to those functions and responsibilities that it would be performing under this RFP, within the last five (5) years. **Do not use ASES as one of the references to fulfill this requirement.** Each reference must include the contact name, phone number, email address, a brief description of the services provided, and the period of service. Include with the above required information a letter addressed to the Executive Director of ASES authorizing ASES to contact said business references to obtain the information stated in Section 1.9 of this RFP.

6.12.10 Provide a copy of the Subcontractor's most recent information systems audit (e.g. SSAE18).

6.13 Redacted Proposal

6.13.1 If the Offeror requests confidential treatment, submit one (1) copy of the full Proposal (including the Cost Proposal) with proposed confidential Information redacted. The redacted copy must tell the general nature of the material removed and shall retain as much of the Proposal as possible.

6.13.2 Supply a listing of the provisions identified by Section/subsection number for which the Offeror sought confidential treatment and the statutory basis or bases under federal law, Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.

6.13.3 If the Offeror does not request confidential treatment of any portion of its proposal, it must submit a certification to that effect agreeing to release and hold ASES, the federal and state government harmless, as stated in Section 3.4.9 of this RFP.

7

Technical Proposal (Operational and Programmatic Requirements)

The Offeror shall complete all requirements, including the narratives and required appendices, in this section. In responding to each question, the Offeror shall explicitly state whether a subcontractor will be utilized. If the Offeror intends to utilize a subcontractor(s), the Offeror must provide the name of the subcontractor in the response.

Offeror must have responses for all questions pertaining to the selected bidding option:

- If Offeror is submitting a proposal for the Combined PBM and RA Services option, then all questions must have responses.
- If Offeror is submitting a proposal for the PBM Services only option, then all questions noted as [Both] and [PBM Services] must have responses.
- If Offeror is submitting a proposal for the RA Services only option, then all questions noted as [Both] and [RA Services] must have responses.

Offeror must demonstrate the necessary experience and capacity to assume all applicable functions as demonstrated by providing detailed responses to the following questions. This includes providing a detailed narrative, diagrams, exhibits, examples, sketches, descriptive literature and/or detailed information specifically tailored for the services required under this RFP to demonstrate its ability to meet requirements.

Bidders should understand that all items in the Contract in Appendix K constitutes the complete list of Contractor requirements, with the exception of ad hoc requests.

Refer to Section 5.4.3, Table 6 for total points allotted for each following section.

7.1 Implementation

7.1.1 **[Both]** Provide a detailed Implementation Plan to achieve a seamless transition and implementation of services by the Implementation Date. How will resources be deployed, who will provide oversight, and how are staff hired, trained and tested?

7.1.2 **[Both]** Describe the systems (Information Management, Operations, Claims Processing) build and testing strategy and timeline. Describe how initial testing and auditing of the system for accuracy, timeliness, and quality of the services will be accomplished prior to the Implementation Date.

7.1.2.1 **[PBM Services]** Provide your recommendation for transferring necessary Data to perform the required services such as, claims history, provider data, enrollee data, and prior authorization information.

7.1.2.2 **[RA Services]** Provide your recommendation for obtaining the necessary information to perform the required services such as CMS Rebate files, Other Enrollee Rebate files, and Claims Data.

7.1.3 **[Both]** Describe any barriers the Offeror has identified to meeting the timeframes and how those barriers will be mitigated.

7.1.4 **[Both]** Explain plan for restoring systems (Information Management, Operations, Claims Processing) in the event of a natural or man-made disaster to accommodate:

7.1.4.1 Loss of online communications

7.1.4.2 Loss of data

7.1.4.3 Software malfunction

7.1.4.4 **[PBM Services]** Loss of Pharmacy Call Center services

7.2 Pharmacy Network

7.2.1 **[PBM Services]** Describe how the Offeror shall have an adequate Pharmacy Network of Participating Pharmacies meeting all Contract requirements as described in Article 7 of the Contract in Appendix K as of the Implementation Date. Describe how you will also meet the location criteria in Section 7.2 of the Contract.

7.2.2 **[PBM Services]** Describe how the Offeror will ensure that its Pharmacy Network is adequate to assure access to all Covered Services, and that all Network Pharmacies are appropriately credentialed throughout the Contract Term.

7.2.3 **[PBM Services]** Describe the Offeror's Pharmacy Call Center operations and services and how the Offeror will meet the performance standards outlined in Attachment 4 of the Contract in Appendix K.

7.2.4 **[PBM Services]** Describe the Offeror's communication plan to ensure Pharmacies, Pharmacy billing agents, MCOs and other interested parties are kept informed of GHP Pharmacy benefits, billing requirements and services.

7.2.5 **[PBM Services]** Describe Offeror's process for handling pharmacy disputes.

7.3 Claims Processing and Payment

7.3.1 **[PBM Services]** Describe the Offeror's claims processing system and how it has the ability to meet all claims processing requirements as described in Article 8 of the Contract in Appendix K, including but not limited to coordination of benefits and supporting different payment methodologies depending on Provider and Enrollee type.

7.3.2 **[PBM Services]** Describe the Offeror's ability to implement an Automated Clearinghouse ("ACH") mechanism that will allow Network Pharmacies to request and receive electronic funds transfer ("EFT") of Claims Payments.

7.3.3 **[PBM Services]** Describe the Offeror's Claims processing system to screen all Claims and apply all ASES approved and required Data validation procedures and edits.

7.3.4 **[PBM Services]** Describe the Offeror's Network Pharmacy payment management function.

7.3.5 **[PBM Services]** Describe how the Offeror will implement and maintain a MAC list that is similar in breadth and depth of rates established with the current MAC list.

7.3.6 **[PBM Services]** Describe how the Offeror will implement Pharmacy reimbursement changes as may be requested by ASES throughout the Contract Term.

7.3.7 **[PBM Services]** Describe the Offeror's quality assurance process to assure accuracy of all Data received including but not limited to the enrollment file, drug reimbursement files and the Claims processing and ancillary systems proposed.

7.3.8 **[PBM Services]** Describe the Offeror's experience and expertise with other Medicaid agencies in working with 340B covered entity providers and 340B Claims.

7.4 Pharmacy and Therapeutics Committee

7.4.1 **[PBM Services]** Describe the Offeror's experience with and ability to support the P&T Committee as required in Section 9.2.1 of the Contract in Appendix K.

7.4.2 **[PBM Services]** Describe the Offeror's ability to monitor existing medications included in the FMC and the LME for new or expanded indications, or new information regarding side effects or contraindications and make recommend changes to the P&T Committee regarding Prior Authorization criteria, step therapy protocols, quantity limits and other related edits.

7.4.3 **[RA Services]** Describe the Offeror's experience with and ability to support the P&T Committee as required in Section 9.2.1 of the Contract in Appendix K.

7.4.4 **[RA Services]** Describe the Offeror's qualifications to make pharmacoeconomic recommendations regarding FMC and LME medications and Prior Authorization criteria, step therapy protocols, quantity limits and other cost containment related edits.

7.5 Pharmacy Financial Committee

7.5.1 **[RA Services]** Describe the Offeror's experience with and ability to support the Pharmacy Financial Committee as required in Article 10 of the Contract found in Appendix K.

7.5.2 **[RA Services]** Describe the Offeror's ability and experience with evaluating and making recommendations on cost-effective drug therapies to be included on the FMC and the LME.

7.5.3 **[RA Services]** Describe the Offeror's ability and methods to maintain the confidentiality of all information that is protected by law and/or deemed confidential, including, but not limited to, any financial, cost, or market analyses that may be presented to the P&T Committee and PFC.

7.6 Formulary Management

7.6.1 **[PBM Services]** Describe how the Offeror will fulfill core components of the Formulary Management requirements as described in Article 11 of the Contract in Appendix K, including but not limited to maintenance of the Formulary of Medications Covered (FMC) and List of Medications by Exception (LME), administration of Prior Authorization decisions determined by MCOs, and commitment to substitution restrictions.

7.6.2 **[PBM Services]** For Prior Authorization administrations, describe how the Offeror will work with the MCOs to meet the requirements of Section 11.2 in the Contract and how the Offeror will process technical Prior Authorizations.

7.6.3 **[PBM Services]** Describe the Offeror's Formulary Management experience, recommendations to keep it reflective of marketplace changes and cost effective.

7.7 Drug Utilization Review and Evaluation

7.7.1 **[PBM Services]** Describe how the Offeror will support the MCO in fulfilling the Drug Utilization Review (DUR) program requirements, including the functions of the IT systems and Information needed to support the Prospective DUR (pro-DUR), Retrospective DUR (retro-DUR) requirements, and annual DUR report requirements upon ASES's request as outlined in Article 12 of the Contract in Appendix K.

7.7.2 **[PBM Services]** Describe the capabilities of the Offeror's DUR system, the ability to customize the systems and DUR program priorities as needed and how savings are calculated for DUR activities. Provide examples of how the Offeror has made significant improvement in outcomes for other state agencies based on DUR activities.

7.7.3 **[PBM Services]** Describe how the Offeror will run the Academic Detailing Program. Provide examples of three potential topics for messaging through the Academic Detailing Program and explain what messaging would be done with regard to those topics.

7.7.4 **[PBM Services]** Describe Offeror's capabilities to identify potential opioid abuse, suspect prescribing and dispensing patterns, etc.

7.7.5 **[PBM Services]** Describe Offeror's capabilities to track drug utilization trends for specific drugs identified by ASES for special monitoring, e.g. drugs that are the subject to class action suits, product recalls, etc.

7.8 Care Management and High Cost High Needs Program

7.8.1 **[PBM Services]** Describe examples of "best in class" care management strategies that could result in cost-containment efforts and positive health outcomes in Puerto Rico Medicaid.

7.8.2 **[PBM Services]** Describe how the Offeror will implement care management initiatives among Network Pharmacy Providers, including monitoring of patients for potential use of care management.

7.8.3 **[PBM Services]** Describe the Offeror's experience in care management initiatives that reflect the current health condition priorities of the High Cost High Need Program (e.g., asthma, diabetes/hypertension, congestive heart failure, cardiovascular diseases, obesity, and chronic renal disease stages 1 and 2).

7.8.4 **[PBM Services]** Describe Offeror's strategies to manage orphan drugs, high and extremely high cost specialty drugs (for example, enhanced clinical protocols, close monitoring and tracking of utilization.)

7.9 Fraud, Waste, and Abuse

7.9.1 **[PBM Services]** Describe how the Offeror will meet the core requirements for Fraud, Waste, and Abuse activities described in Article 18 of the Contract, including but not limited to the Fraud, Waste and Abuse Plan requirements, a Compliance Plan, Reporting and Investigation requirements, and Program Integrity Requirements.

7.9.2 **[PBM Services]** Describe the Offeror's experience in preventing and abating Fraud, Waste, and Abuse, including innovations and recommendations that could be considered by Puerto Rico Medicaid.

7.9.3 **[PBM Services]** Describe in detail the Offeror's Pharmacy Auditing services to ensure Pharmacies comply with contract provisions.

7.10 Other Enrollee Rebate Negotiating, Invoicing and Processing

7.10.1 **[RA Services]** Describe the Offeror's process for rebate negotiations with pharmaceutical manufacturers.

7.10.2 **[RA Services]** Describe the Offeror's approach for accurate and timely Rebate invoicing and processing as prescribed in Article 15 of the Contract. Describe how the Offeror will resolve Rebate disputes in a way that is most favorable to ASES.

7.10.3 **[RA Services]** Describe the Offeror's ability to coordinate all Data transfers and reporting requirements between its Rebate Program systems and designated stakeholders including but not limited to ASES and MCOs.

7.10.4 **[RA Services]** Describe how the Offeror will ensure a seamless transition in rebate processing during implementation.

7.10.5 **[RA Services]** Describe the Offeror's experience with other clients in identifying 340B Claims for Rebate exclusion.

7.11 MDRP Rebate Invoicing and Processing

7.11.1 **[RA Services]** Describe the Offeror's approach for accurate and timely MDRP Rebate invoicing and processing as prescribed in Article 14 of the Contract. Describe how the Offeror will resolve Rebate disputes in a way that is most favorable to ASES.

7.11.2 **[RA Services]** Describe the Offeror's ability to coordinate all Data transfers and reporting requirements between its Rebate Program systems and designated stakeholders including but not limited to ASES, CMS and MCOs.

7.11.3 **[RA Services]** Describe how the Offeror will ensure seamless transitions in rebate processing if CMS makes changes to Data submission platforms or processes.

7.11.4 **[RA Services]** Describe the Offeror's experience with other Medicaid agencies in identifying 340B Claims for Rebate exclusion.

7.12 Additional RA Services: Supplemental Rebates and Value Based Purchasing Agreements

7.12.1 **[RA Services]** ASES reserves the right to exercise the implementation of a Supplemental Rebate Program and/or Value Based Purchasing Agreements during the Contract Term. Describe the Offeror's experience with supporting such initiatives and how the Offeror will assist ASES with the development, implementation and management of the additional rebate services.

7.13 Information System and Management

7.13.1 **[Both]** Describe how the Offeror's Information management processes, Information systems and technical support will meet the GHP requirements, ASES and federal reporting requirements, all other Contract requirements, and any other applicable Puerto Rico and federal laws, rules and regulations.

7.13.2 **[PBM Services]** Describe the Offeror's Information systems capacity and sufficiency to handle the workload projected for the start of the program and the ability to be scalable and flexible to adapt and/or upgrade to more advanced levels of technology as needed, within negotiated timeframes.

7.13.3 **[PBM Services]** Describe the Offeror's ability to assure that systems shall be able to transmit, receive and process Data in HIPAA-compliant and NCPDP-compliant formats that are in use as of the Implementation Date.

7.13.4 **[Both]** Describe how the Offeror will assure that applications will interface with ASES's systems and its designees, including but not limited to MCOs and other entities, as allowed by law, for purposes of Data exchange and will conform to standards and specifications set by ASES.

7.13.5 **[Both]** Describe the physical safeguarding of the Offeror's Data processing facilities and the systems and Information housed therein.

7.13.6 **[Both]** Provide a summary of the Business Continuity and Disaster Recovery (“BC-DR”) Plan that provides reasonable safeguards against the destruction, loss, intrusion and unauthorized alteration of Data and system processes.

7.13.7 **[PBM Services]** Describe how the Offeror will collaborate with ASES and the MCOs to develop solutions during an emergency/disaster situation.

7.13.8 **[PBM Services]** Describe how the Offeror handles scheduled and unscheduled system unavailability.

7.14 Staffing and Key Personnel

7.14.1 **[Both]** Describe how the Offeror will meet and maintain the core Staffing and Key Personnel requirements described in Article 20, including but not limited to employment of sufficient qualified, bilingual, and experienced and knowledgeable staff to meet the requirements of the Contract.

7.14.2 **[Both]** Describe how the Offeror will appropriately train and ensure appropriate licensing and certification requirements for staff.

7.14.3 **[Both]** Describe separately the IT implementation team and the IT operational team that will be participating in this project. Provide years of experience, specialty and certifications obtained. State if they will be fully dedicated to this project.

7.15 Reporting

7.15.1 **[Both]** Describe how the Offeror will meet the core components of the reporting requirements described in Article 21 of the Contract, including but not limited to the requisite reports, the reporting timeframes, and the reporting formats required by ASES.

7.15.2 **[Both]** Describe systems in place to ensure appropriate Data transfer and Data retention for requisite reporting, including adherence to HIPAA and other federal laws and regulations, in addition Puerto Rico laws and regulations.

7.15.3 **[Both]** Describe how the Offeror will meet the special reporting requirements described in the Contract, including but not limited to actuarial reporting, and Fraud, Waste, and Abuse reporting.

7.15.4 **[Both]** Describe the Offeror’s online database and reporting capabilities that will be offered and accessible to ASES staff and its designees.

8

Cost Proposal

8.1 General Instructions

The Offeror shall also submit a Cost Proposal, using the Cost Proposal Workbook template included in Appendix J that addresses all costs associated with meeting the requirements noted above in this RFP and in the Contract. At the discretion of ASES, the Contract may be extended for up to two (2) additional one (1) year contract extension periods, beyond the initial Contract period. Therefore, the Offeror's Cost Proposal submission must include costs for each year of the possible total (5) years Contract Term. The Offeror should provide their best cost estimate for optional years 4 and 5. The Offeror should be aware that optional years 4 and 5 are subject to renegotiation based on prevailing market prices and evaluation of Contractor's performance. Furthermore, proposed costs for Additional Rebate Aggregator Services (Article 16 of the Contract in Appendix K) also will be reviewed but not included in the Cost Proposal Evaluation calculation for Cost Proposal Points, as these services may be further negotiated upon ASES's determination to exercise these services.

Offerors are cautioned not to make assumptions when submitting cost proposals. If clarifications are needed, please submit questions during the Q&A period to ensure all assumptions are confirmed or clarified. Costs left out of a proposal based on an assumption will not be negotiated at time of award.

The Offeror MUST BID FOR ALL REQUIRED SERVICES/DELIVERABLES PERTAINING TO THE PBM AND/OR RA SERVICES FOR WHICH THE OFFEROR IS BIDDING. FAILURE TO DO SO WILL CAUSE THE DISQUALIFICATION OF THE OFFEROR. See also Section 4.6 of the RFP.

The submitted Cost Proposal must include a duly signed PDF copy of the cost proposal template with initials and printed name on each page (See Section 4.8 of the RFP) as well as an Excel version. Both must contain the same information and each page must be identified with the name of the Offeror. In case of any inconsistencies between the PDF signed copy and the Excel version of the Offeror's Cost Proposal, the signed copy will prevail.

8.2 Cost Proposal Workbook

8.2.1 Using the Cost Proposal Workbook template (Appendix J of this RFP), the Offeror must propose costs, including implementation costs, to provide the services. The template must have the name of the Offeror listed on the Table of Contents (TOC) worksheet. The Offeror must populate cell B9 on the TOC worksheet so that the rest of the worksheets will automatically include the name of the Offeror.

8.2.2 The Offeror must complete the worksheets of the Cost Proposal Workbook pertaining to the services for which the Offeror is bidding as selected from the list in cell B10 of the Table of Contents (TOC) worksheet.

If the Offeror is bidding on both the PBM and RA Services, then the Offeror must complete ALL worksheets of the Cost Proposal Workbook. See Section 1.1 of the RFP.

If the Offeror is bidding on only the PBM Services, then the Offeror must complete only the worksheet labeled “3. PBM Worksheet”.

If the Offeror is bidding on only the RA Services, then the Offeror must complete the worksheets labeled “4. Rebate Worksheet”.

For each worksheet, the Proposal must provide a narrative response explaining the associated costs for the applicable required services.

8.2.3 The Offeror must only enter Information in the yellow and blue cells for each line item. The yellow cells will be used to calculate the Offeror’s total bid. The blue cells are to be completed to provide additional detail about the buildup of the values entered in the yellow cells. The blue cells must sum up and match the total in the yellow cells. Calculation checks are provided for each section to alert the Offeror of a calculation error. If the Cost Proposal Workbook is submitted with a calculation error, ASES will assume the lower of either the total cost submitted in the yellow cell or the sum of the line items will prevail.

8.2.4 All line items must be filled out. If the Offeror combines line items, the Offeror must disclose how the combined costs were derived and the annual costs of each separately in the respective narrative response section of the Cost Proposal Workbook.

8.2.5 The Offeror must quote implementation and ongoing costs based on the Total Ownership Cost Method. The Total Ownership Cost Method includes not only the direct costs of the specific deliverables required for the provision of the PBM and RA services but also all indirect costs that would be logically attributed to the provision of these services. It is an all-inclusive rate.

8.2.6 Implementation Costs

8.2.6.1 Implementation costs for all Contractor functions will not be paid separately. They must be allocated and included in the corresponding ongoing costs - PBM Service Costs section and Rebate Aggregator Service Costs section of the Cost Proposal Workbook. The Implementation Costs must be amortized over the first three years of the Contract.

8.2.6.2 Although Implementation Costs are to be included with the corresponding proposed ongoing costs, ASES requires Offerors to provide detail about these costs for informational purposes only.

8.2.6.3 The details of the total implementation costs must be described in Section 1.1 of the Cost Proposal Workbook tabs and included in subsequent sections as noted in the Cost Proposal Workbook. For each section, the Offeror must explain the associated costs in the narrative section provided.

8.2.6.4 PBM and RA Implementation Costs (Cost Proposal Workbook Tab “2.PBM & Rebate Worksheet”)

8.2.6.4.1 This section of the Cost Proposal Workbook captures implementation costs for establishing all the PBM and RA Services functions and services.

8.2.6.4.2 For each line item, enter the expected cost for the noted activity.

8.2.6.4.3 Implementation Plan: captures the costs associated with developing the detailed Implementation Plan.

8.2.6.4.4 Technology and Information System: captures system implementation costs associated with the Offeror's functions and services related to PBM and RA technology systems and service contracts, including but not limited to pharmacy claims adjudication and payment, RA services, PBM and RA scheduled reporting and online reporting tool(s).

8.2.6.4.5 Pharmacy Call Center: captures the costs to implement and transition the Pharmacy Call Center from the current PBM, including equipment, phone lines/service contracts and Pharmacy Provider communications.

8.2.6.4.6 Equipment: captures implementation costs for equipment.

8.2.6.4.7 Recruitment: captures implementation recruitment costs for Key Personnel and staff.

8.2.6.4.8 Training: captures implementation training costs for Key Personnel and staff.

8.2.6.4.9 Maximum Allowable Cost (MAC) List Development: captures the implementation and transition of the MAC program for off-patent Brand Drugs and Generic Drugs and the electronic mechanism for the MAC program appeal process.

8.2.6.4.10 Clinical Program Management: captures implementation and transition costs for Clinical program services including but not limited to formulary management, Drug Utilization Review, fraud, waste and abuse, academic detailing, and care management services.

8.2.6.4.11 Administrative Expenses: captures PBM and RA implementation costs for establishing the Offeror's administrative functions.

8.2.6.5 PBM Implementation Costs (Cost Proposal Workbook Tab "3.PBM Worksheet")

8.2.6.5.1 This section of the Cost Proposal template captures implementation costs for establishing all the PBM Offeror's functions and services.

8.2.6.5.2 For each line item, enter the expected cost for the noted activity.

8.2.6.5.3 Implementation Plan: captures the costs associated with developing the detailed Implementation Plan.

8.2.6.5.4 Technology and Information System: captures system implementation costs associated with the Offeror's functions and services related to PBM technology systems and service contracts, including but not limited to pharmacy claims adjudication and payment, PBM scheduled reporting and online reporting tool.

8.2.6.5.5 Pharmacy Call Center: captures the costs to implement and transition the Pharmacy Call Center from the current PBM, including equipment, phone lines/service contracts and Pharmacy Provider communications.

8.2.6.5.6 Equipment: captures implementation costs for equipment.

8.2.6.5.7 Recruitment: captures implementation recruitment costs for Key Personnel and staff.

8.2.6.5.8 Training: captures implementation training costs for Key Personnel and staff.

8.2.6.5.9 Maximum Allowable Cost (MAC) List Development: captures the implementation and transition of the MAC program for off-patent Brand Drugs and Generic Drugs and the electronic mechanism for the MAC program appeal process.

8.2.6.5.10 Clinical Program Management: captures implementation and transition costs for Clinical program services including but not limited to formulary management, Drug Utilization Review, fraud, waste and abuse, academic detailing, and care management services.

8.2.6.5.11 Administrative Expenses: captures PBM implementation costs for establishing the Contractor's administrative functions.

8.2.6.6 RA Implementation Costs (Cost Proposal Workbook Tab "4.Rebate Worksheet")

8.2.6.6.1 This section of the Cost Proposal template captures implementation costs for establishing all the RA functions and services.

8.2.6.6.2 For each line item, enter the expected cost for the noted activity.

8.2.6.6.3 Implementation Plan: captures the costs associated with developing the detailed Implementation Plan.

8.2.6.6.4 Technology and Information System: captures system implementation costs associated with the Offeror's functions and services related to technology systems and service contracts, including but not limited to RA services and scheduled reporting and online reporting tool.

8.2.6.6.5 Equipment: captures implementation costs for equipment.

8.2.6.6.6 Recruitment: captures implementation recruitment costs for Key Personnel and staff.

8.2.6.6.7 Training: captures implementation training costs for Key Personnel and staff.

8.2.6.6.8 Administrative Expenses: captures RA implementation costs for establishing the Offeror's administrative functions.

8.2.7 PBM and RA Service Costs

8.2.7.1 This section captures the Offeror's ongoing costs to maintain PBM and/or RA Services functions. See, Section 8.2.6.1.

8.2.7.2 All ongoing service costs must be quoted as follows:

8.2.7.2.1 All ongoing service costs, including amortized implementation costs, associated with PBM Services must be quoted on a per final paid prescription basis. No denied claims (i.e., claims that were received and adjudicated by the PBM but a negative determination was made) or reversed claims (i.e., claims that were reversed by the pharmacy after having been submitted and paid by the PBM) will be included.

8.2.7.2.2 On a monthly basis, the PBM Services will be paid a per final paid prescription fee based on the month's prescription claim volume.

8.2.7.2.3 All ongoing costs, including amortized implementation costs, associated with RA Services must be quoted on an annual basis.

8.2.7.2.4 On a monthly basis, the RA Services will be paid 1/12th of the total annual proposed cost.

8.2.7.2.5 For each line item, the associated Article of the Contract is provided in the Cost Proposal Workbook to indicate what services must be included in the costs proposed for the line item.

8.2.7.2.6 For each section, the Offeror must explain in the narrative section provided the associated costs and the factors considered in the Offeror's proposed total cost.

8.2.7.3 The Offeror must enter the total cost for each Contract Year. The Offeror must ensure each Contract Year is entered, even if the cost is the same year to year.

8.2.8 Additional RA Services

8.2.8.1 ASES maintains the right to implement at a later date Additional RA Services that are part of the core services described in the Contract. ASES may submit in writing approval and request for implementation of the provision of these other services at any time during this contract. Offerors must provide their best cost estimate for Additional RA services, but these proposed costs will not be included in the Cost Proposal Evaluation. Additional RA Services may be subject to renegotiation upon ASES's determination to exercise these services.

8.2.8.1.1 Supplemental rebate purchasing pool support

8.2.8.1.2 Single entity supplemental rebate program development and maintenance

8.2.8.1.3 Value Based Purchasing agreement program development and maintenance

8.2.8.1.4 State Plan Amendment support for supplemental rebates and/or Value Based Purchasing Agreements

8.2.8.2 As part of the Cost Proposal, the Offeror must propose a firm fixed price for these services.

8.2.8.2.1 All Additional RA Services costs must be quoted on an annual basis.

8.2.8.2.2 On a monthly basis, the Additional RA Services will be paid 1/12th of the total annual proposed cost.

8.2.8.2.3 For each line item of the Additional RA Services, the associated Article of the Contract is provided in the Cost Proposal Workbook to indicate what services must be included in the costs proposed for the line item.

8.2.7.2.4 For each section, the Offeror must explain in the narrative section provided a detailed description of the optional services to be provided and the associated costs and factors considered in the Offeror's proposed total cost.

8.2.9 Total Proposal Fees

8.2.9.1 This section of each of the worksheets of the Cost Proposal Workbook captures total cost summary information from the Cost Proposal Template and does not require entry information from the Offeror.

8.3 Bidding Rules, Requirements, Process, and Adjustments

8.3.1 With this RFP, Offeror will receive an Excel workbook template on which to provide their Cost Proposal. See Appendix J. See also, Section 4.6

8.3.2 Cost Proposals will be evaluated based on the criteria outlined in Section 5 of this RFP.

Failure to submit the Proposal using this template will constitute noncompliance and will result in the Offeror being **DISQUALIFIED.**

Appendix A

Acknowledgement of Receipt Form of RFP and Notice of Intent to Participate

RFP # Pharmacy 2022

In acknowledgment of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Appendix K.

The Acknowledgment of Receipt Form should be signed and returned to the Procurement Contact BY EMAIL on or before **April 14, 2021 at 3:00 PM (AST)**. Only potential Offerors who return this completed form, indicating the intent to submit a Proposal, will be able to participate in the Preproposal Conference, receive Offerors' written questions, the written responses to those questions, and RFP amendments, if any are issued, and may continue to participate in this RFP process.

ORGANIZATION: _____

CONTACT REPRESENTATIVE*: _____

TITLE*: _____ PHONE NO*.: _____

EMAIL*: _____ FAX NO.: _____

MAILING ADDRESS*: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Please respond as follows:

1. Firm does/does not (**circle one**) intend to respond to this RFP.
2. Firm intends to respond to (**circle one**):
 - a. PBM Services Only
 - b. RA Services Only
 - c. Combined Services

3. Name of individuals participating in the Preproposal Conference:

FIRST NAME	LAST NAME	EMAIL ADDRESS	PHONE NUMBER	IN PERSON	VIRTUAL

SIGNATURE**: _____ DATE: _____

Print Name: _____

Position: _____

*Name and address herein provided will be used for all correspondence related to this RFP except that the invitation to present the best and final offer and the Notice of Intent to Award will be notified to the person authorized to sign the Contract, that is, the person identified under Item 2 of Appendix B. Hence, the contact information in this Appendix **must be the same information provided in the Certification requesting the RFP Documents and to be provided in Appendix B, Item 3.**

**This document must be signed by the person authorized to contractually obligate the organization. See Sections 3.3.2, 4.8, 6.7.3.4 and Appendix B, Item 2 of this RFP.

Appendix B

Letter of Transmittal Form

RFP # Pharmacy 2022

Offeror's Name: _____

Items #1 to #6 EACH MUST BE COMPLETED IN FULL.

1. Identity (Name) and Mailing Address of the submitting organization:

2. Person authorized by the organization to contractually obligate/legally bind the organization
(must be the same person identified in the Corporate Resolution, See Section 6.7.3.4 of this RFP:

Name _____

Title _____

Email address _____

Telephone number _____

Fax number _____

3. Person to be contacted for clarifications and additional information: (This Information must be the same as that provided under Appendix A -Acknowledgement of Receipt Form of RFP and Notice of Intent to Participate)

Name _____

Title _____

Email address _____

Telephone number _____

Fax number _____

4. Use of subcontractor (Select one)

No Subcontractor will be used in the performance of this Contract **OR**

The following Subcontractor will be used in the performance of this Contract (indicate the service to be performed):

(Attach extra sheets, as needed)

5. Please describe any relationship with any entity that will be used in the performance of this Contract.

(Attach extra sheets, as needed)

6. I concur that submission of our Proposal constitutes acceptance of all the conditions governing this procurement including but not limited to the Evaluation Factors contained in Section 5 of this RFP.

On behalf of the submitting organization named in item #1, above, I understand that the Contract provided remains subject ONLY to revisions required by ASES, the Centers for Medicare & Medicaid Services, Financial Oversight and Management Board for Puerto Rico, Government of Puerto Rico and acknowledge that the submitting organization named in item #1 above, is prepared to and capable of complying with all of the terms in the Contract.

I acknowledge receipt of any, and all, amendments to this RFP.

_____, 2021

Authorized Signature*

Date

*Must be signed by the person identified in item #2, above

Appendix C

Independence and Conflict of Interest Certification

RFP # Pharmacy 2022

A. As stated in Sections 1.5.4 & 1.5.5 of this RFP, ASES intends to avoid situations of lack of independence and/or conflicts of interest or the appearance of conflicts of interest on the part of the Offeror/Contractor(s); Proposed subcontractor(s)/Subcontractor(s); or employees, officers, directors, shareholders or members of the Offeror/Contractor or Proposed subcontractor(s)/Subcontractor(s).¹ ASES reserves the right to determine, in its sole discretion, whether any information received from any source indicates or evidences the existence of a potential or actual conflict of interest or lack of independence.

B. ASES requires that all Contractors/Subcontractors, when executing their professional services, exhibit complete loyalty towards ASES, including having no adverse interests against it, as well as having no material adverse interests with any other Puerto Rico government entities.

C. Adverse interests include representing clients who have or may have interests that are contrary to ASES or other Puerto Rico government entities. This duty includes the continued obligation to disclose to ASES any circumstances of its relations with clients and third persons that could influence the Contractor or its Subcontractors in a materially adverse way in the execution of its duties under the Contract. Adverse interests also arise when, among others, the Contractor/Subcontractor must support on behalf of one client that which it has a duty to oppose on behalf of another client. Adverse interests also arise when so stated in standards of ethics applicable to the Contractor's/Subcontractor's profession, or Puerto Rico's laws and regulations.

D. It will also be considered a conflict of interest:

1. any instance where the Contractor or any of its Subcontractor(s), or any of their shareholders, members, employees, officers, or directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is inconsistent with the goals and objectives of the Contract; or
2. any instance where a Contractor or any of its Subcontractor(s), or any of their shareholders, members, employees, officers, or directors use their positions for purposes that are, or give the appearance of being, for private gain for themselves or others, such

¹ The term "Offeror/Contractor," for these purposes, includes the Offeror, Contractor, Proposed Subcontractor(s), Subcontractor(s); and the shareholders, members, employees, officers, and directors of these entities. The term "Subcontractor," for these purposes, is limited to those individuals or entities engaged by the Offeror/Contractor to perform any part of the Scope of Work (SOW) for this Contract.

as those with whom they have family, business, or other ties that are determined by ASES, in its sole discretion, to be a conflict of interest.

3. Situations stated in Section 1.5.4 & 1.5.5 of the RFP.

E. If, at the time of submission of the Proposal to this RFP the Offeror/Contractor or Proposed Subcontractor(s)/Subcontractor(s) is:

1. a pharmaceutical corporation/manufacturer, pharmacy or a GHP Participant²; or
2. owns, controls, operates or is owned, controlled or operated by a pharmaceutical corporation/manufacturer, pharmacy or GHP Participant; or
3. has contractual or financial relationship with a pharmaceutical company/manufacturer, pharmacy or GHP Participant their representatives, agents or associations

such situations must be fully reported in writing to ASES.

F. The Offeror shall submit with the Proposal either: (i) a Divestiture Action Plan to divest the property, control or financial interest that causes the lack of independence, and remedy the same; or (ii) a detailed explanation as to why a conflict of interest is eligible to be waived and should be waived in ASES' sole discretion prior to the awarding of the RFP, and/or the actions that the Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as "Conflict Avoidance Plan").

G. ASES retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to ASES' satisfaction in order for the Offeror to be awarded the RFP.

FAILURE TO PROVIDE EITHER A DIVESTITURE ACTION PLAN OR A CONFLICT AVOIDANCE PLAN WITH APPENDIX C WILL BE SUFFICIENT CAUSE FOR THE DISQUALIFICATION OF THE OFFEROR. FAILURE TO COMPLY WITH THE DIVESTITURE ACTION PLAN OR THE CONFLICT AVOIDANCE PLAN APPROVED BY ASES WILL BE SUFFICIENT CAUSE FOR THE FORFEITURE OF THE PROPOSAL BOND BY THE CONTRACTOR AND/OR SUBCONTRACTOR IN FAVOR OF ASES, THE CANCELLATION OF THE AWARD AND THE ISSUANCE OF A NEW AWARD TO THE NEXT BEST OFFEROR(S).

H. If the Offeror/Contractor or Proposed Subcontractor(s)/Subcontractor has a suspected or potential conflict of interest or reasonably expects that during the term of the Contract it could have one, the Offeror/Contractor or Proposed Subcontractor shall provide with the Proposal a description of the relationship and a Conflict Avoidance Plan designed to ensure that such a relationship will not adversely affect ASES or the performance of the Contractor/Subcontractor, and to establish procedures to guard against the existence of a conflict of interest.

² The terms pharmaceutical company/manufacturer, pharmacy, and GHP Participants includes their representatives, agents, or associations.

I. ASES, in its sole discretion, will determine whether the specific provisions of the Divestiture Action Plan and/or Conflict Avoidance Plan satisfactorily address the lack of independence, actual or potential conflicts of interest. ASES, in its sole discretion, may impose additional requirements for the Divestiture Action Plan and/or Conflict Avoidance Plan, which may include, without limitation, the following:

1. Termination of contractual obligations that in ASES' determination create actual or potential conflicts of interest.
2. Removal of management or staff members from the Offeror's/Contractor's identified project team who ASES determines were involved in the relationship creating the conflict of interest.
3. Creation of an "ethical firewall," with measures to ensure that no information is shared among the Offeror/Contractor's identified project team and persons who are not members of the Offeror/Contractor's identified project team.

These requirements will vary, depending on the nature of the actual or potential conflict(s) of interest, the manner in which those actual or potential conflicts of interest impact the contract, and ASES' determination of the best method for addressing those conflicts of interest.

J. If ASES is aware or becomes aware of a known or suspected conflict of interest, the Offeror/Contractor will be given an opportunity to submit additional information to resolve the conflict of interest. An Offeror/Contractor with a suspected conflict of interest will have an opportunity to provide complete information regarding the suspected conflict of interest and a proposal to avoid any such conflict. If ASES determines that a conflict of interest exists and the conflict may not be resolved or mitigated to the sole satisfaction of ASES, before or after the award of the Contract, **IT WILL CONSTITUTE GROUNDS FOR REJECTION OF THE PROPOSAL OR TERMINATION OF THE CONTRACT, AS THE CASE MAY BE, AND THE FORFEITURE OF THE PROPOSAL BOND OR PERFORMANCE BOND BY THE CONTRACTOR AND/OR SUBCONTRACTOR AND IN FAVOR OF ASES, ACCORDINGLY.**

K. By signing this Certification, the Offeror/Proposed Subcontractor acknowledges and accepts that, if awarded a Contract under this RFP:

1. It will not acquire any interest, direct or indirect, that would conflict in any material manner or degree with or have a material adverse effect on the performance of its services pursuant to this RFP
2. No person having any such interest shall be employed and that it will submit a conflict of interest form, attesting to these same facts, by January 10 of each calendar year; at any time, within fifteen (15) Calendar Days of request by ASES. If such conflicting interests arise after the execution of the Contract, the Contractor shall notify ASES immediately
3. It shall be the responsibility of the Contractor/Subcontractor to maintain independence and to establish necessary policies and procedures to assist the Contractor and its

subcontractor, if any, in determining if the actual individuals performing work under the Contract have any impairment to their independence

4. It shall take all necessary actions to eliminate threats to impartiality and independence, including but not limited to reassigning, removing, or terminating employees or Subcontractors

5. The Executive Director of ASES or its authorized representative has the power to oversee the enforcement of any Divestiture Action Plan or Conflict Avoidance Plan previously approved in writing by ASES

6. This Certification shall be incorporated into the Contract

7. These requirements shall be in effect for the term of the Contract, including extensions, if any

8. The duty to provide information about interests and conflicting relations is continuous and extends throughout the Contract Term

CERTIFICATION

I, _____ (full name), in my capacity of _____ (position) from _____ (organization name) after being authorized to represent _____ (organization name), declare upon oath and certify that:

All the statements contained in this document have been read and fully understood by the undersigned, that I have been advised by my legal advisors and company's counsels on the obligations, acknowledgments and representations made in this Certification and I accept the consequences of signing this Certification; and

(Check the ones that apply)

- That the Offeror/Proposed subcontractor comply with the independence requirements of Section 1.5.5 A of this RFP and/or no conflict of interest exists that would jeopardize the ability of the Offeror and its proposed subcontractor to fulfill the terms of this Proposal.
- A lack of independence situation exists, a detailed explanation of the same and the corresponding Divestiture Action Plan is attached to this Certification.
- A conflict of interest does exist, a detailed explanation of the same and a Conflict Avoidance Plan to address the conflict of interest is attached to this Certification.

- A suspected or potential conflict of interest exists or is expected to occur during the term of the Contract, and additional information is attached along with a Conflict Avoidance Plan to address the possible conflict of interest.

And IN WITNESS THEREOF, I swear and sign this affidavit on _____, _____, today _____, 2021.

(Signature of the Declarant)

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____. In _____, _____, today _____, 2021.

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Appendix C-1

Conflict of Interest Affidavit

RFP # Pharmacy 2022

Instructions: The Offeror and Subcontractor to be used for functions and responsibilities under the RFP must disclose and describe in detail any kind of financial or economic interests, relationships, economic transactions or any arm-length transactions, including a description of any type of disbursements by the Offeror's/Subcontractor's arrangements or contracts as required. Also, shall describe the hierarchical or legal relationship between Parent Company, affiliates, subsidiaries or any other entity related to the Offeror/Subcontractor. In addition, shall report any Conflict of Interest ¹ or economic relationship with family members of Contractor's/Subcontractor's stockholders, Board of Directors or Officials of the entity. This disclosure should include a description of percentage (%) of ownership or participation, expense or cost allocation method between the entities and any other related information. The Offeror/Subcontractor must declare upon oath and certify that this form and the additional documents attach to it contain all the existing economic relationships of the Offeror/Subcontractor. This form must be signed and subscribed by a notary. If a Subcontractor is filing the document, please substitute the word "Offeror" for "Subcontractor" where applicable. **ASES reserves the right to disqualify the Offeror for failure to provide information herein requested.**

The following Information on ownership and Control must be disclosed:

1. Report your Organizational Structure

How is your company legally organized?

Sole Proprietorship Partnership Corporation
 DBA² Limited Profit Non-Profit
 Unlimited Other: _____

Which of the following best describes your company relationship, ownership or participation with other companies?

Affiliated Subsidiary Parent Brother/Sister
Other: _____

¹ A Conflict of Interest is any set of facts or circumstances that appears to compromise or may reasonably compromise the fairness, independence or objectivity of the Offeror(s)/Subcontractor(s) if it obtain the contract to be awarded, including but not limited to personal or business interest that would present an actual, potential, or apparent Conflict of Interest with the performance of that contract or may create an appearance of impropriety.

² *Doing Business As*

Please attach a flowchart or hierarchical chart including all the companies related to the Offeror/Subcontractor.

Please produce a table which summarizes all the companies related, including full names of stockholders, their position within the company (if applicable) and their own percent (%) of participation, Control and interest in the company, such as the percent (%) of participation, Control and interest in any brother or Sister Corporation, affiliate, subsidiary, and/or Parent Company. If an immediate family member of the Offeror owns or has any kind participation (economic or administrative) related to the Offeror company or any other of the affiliate or subsidiary companies, please disclose their names, percent (%) of participation, Control or interest in each company.

Offeror's Company Name _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

Parent Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

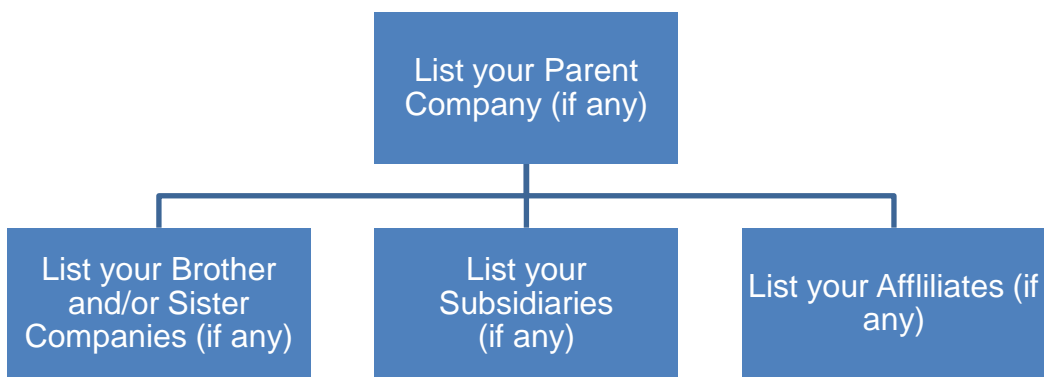
Affiliate Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

Subsidiary Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

2. Describe the Hierarchical or Judicial Structure of the Offeror:



- A. Disclose any Affiliates, including domestic and foreign.
 - i. Report any common ownership.

- ii. Describe any distribution of voting stock.

- iii. Disclose any common management.

- iv. Explain any contractual relationship.

Describe any expense or cost allocation methods between both entities, including: base Data (source and period of time considered), method of allocation (percentage or any other), rational for calculation, and frequency. If this agreement is in writing, provide a copy.

B. Describe any Subsidiaries, including those domestic and foreign.

- i. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships (including a franchise agreement in some cases), whether or not it is organized for profit or is located in the United States or its outlying areas. Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to Control the other, or another concern controls or has the power to Control both.

A party is considered to Control or have the power to Control a concern, even though the party owns, controls, or has the power to Control less than Fifty percent (50%) of the concern's voting stock (taking in consideration other matters).

Affiliate signifies a condition of being united; being in close connection, allied, associated, or attached as a Member or branch with another person, body, or organization. Affiliate Company is one which is effectively controlled by another company or a company in which there is ownership (direct or indirect) of five percent (5%) or more of the voting stock. Also, is a corporation which is related as parent and subsidiary, characterized by identity of ownership of capital stock.

Parent Company is one owing more than fifty percent (50%) of the voting shares of another company, called subsidiary. Also, a Parent Company is a corporation which has working Control through stock ownership of its subsidiaries. Brother or sister corporations mean two or more corporations owned and effectively Controlled by one or more individuals, and where these corporations are involved, earnings can be transferred between them only through common shareholder(s), who will be subject to progressive individual income tax.

- ii. Any Control through common management includes:

- a. Interlocking management (Officers, directors, employees, or principal stockholders) of one concern serve as a working majority of the board of directors or officers of another concern);
 - b. Common facilities (one concern shares common office space and/or employees and/or other facilities with another concern);
 - c. Newly organized concern (Former officers, directors, principal stockholders of one concern organized a new concern in the same or a related industry or field).
- iii. Control through contractual relationships includes joint ventures and acquisition and property sale assistance. A subsidiary corporation is one in which another corporation (i.e. parent) owns at least a majority of the shares, and thus has Control. The term subsidiary corporation is also used to describe a company with more than fifty percent (50%) of whose voting stock is owned by another.
1. Report any common ownership:
 2. Describe any distribution of voting stock:
 3. Disclose any common management:
 4. Explain any contractual relationship:
 5. Describe any expense or cost allocation methods between both entities, including: base Data (source and period of time considered), method of allocation (percentage or any other), rational for calculation, and frequency. If this agreement is in writing, provide a copy.
 6. Please list all the MCOs and health care Providers which are owned or under Control by the Offeror or who own and/or control the Offeror and/or participate in any business related to them, including administrative agreements.

Facilities Owned:	% of Participation	Facilities under Control:	% of Participation	Administrative Agreements:

Report names and positions of directors, officials or Agents which represent the Offeror and any other of the Affiliates, subsidiaries, Parent, brother or sister companies or any other company related by ownership, Control, interest or management agreements.

Official, Directors or Agents Names:	#1 Company Name	Position	#2 Company Name	Position

Note: If additional space is necessary to disclose all the financial relations, please attach additional paper sheets or make a copy of this form. There is a continuing duty to notify ASES of any actual or potential Conflicts of Interest that may develop during the course of the evaluation process of the Proposals including the negotiation process before signing the Contract. **ASES reserves the right to disqualify any Offeror/Subcontractor who has Conflict of Interests and/or to terminate any agreement after getting knowledge of any Conflict of Interest not reported.**

The Offeror(s) must declare upon oath and certify that this form and any other additional document attached to it contain all the existing economic relationships of the Offeror. This form must be signed and subscribed by a notary. **ASES RESERVES THE RIGHT TO DISQUALIFY THE OFFEROR IN CASE ANY INFORMATION HEREIN REQUIRED WAS NOT DISCLOSED OR WAS FALSELY SUBMITTED.**

I, _____ (*full name*), in my capacity of _____ (*position*) from _____ (company name) after being authorized to represent the Offeror, declare upon oath and certify that this document contains all the information related to potential Conflict of Interests and economic or financial relationships of the Offeror at the present. I certify that there is not additional information to report, or intentionally hidden or not disclose as requested. Also, I understand that **ASES reserves the right to disqualify our Proposal in case that any information was not disclosed or was falsely submitted.**

Sign _____ Date _____

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____.

In _____, _____, today _____, 2021.

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Appendix D

Suspensions and Debarment Form

RFP # Pharmacy 2022

The entering of a Contract between ASES and the successful Offeror(s) pursuant to this RFP is a “covered transaction,” as defined by 2 C.F.R. Part 376, 2 CFR part 180 and other applicable federal regulations. ASES’s Contract with the successful Offeror(s) shall contain a provision relating to debarment, suspension, and responsibility. All Offerors must provide as a part of their Proposals a certification to ASES in the form provided below. **FAILURE OF AN OFFEROR(S) TO FURNISH A CERTIFICATION OR PROVIDE SUCH ADDITIONAL INFORMATION AS REQUESTED BY THE PROCUREMENT CONTACT FOR THIS RFP WILL RENDER THE OFFEROR(S) NONRESPONSIVE.** Furthermore, the Offeror(s) shall provide Immediate written notice to the Procurement Contact for this RFP if, at any time prior to Contract award, the Offeror(s) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although ASES may review the veracity of the certification through the use of the Federal Excluded Parties Listing System or by any other means, the certification provided by the Offeror(s) in paragraph (a) below is a material representation of fact upon which ASES will rely when making a Contract award. If it is later determined that the Offeror(s) knowingly rendered an erroneous certification, in addition to other remedies available to ASES, ASES may terminate the Contract resulting from this request for proposals for default.

The certification provided by the Offeror(s) in paragraph (a) below will be considered in connection with a determination of the Offeror's responsiveness. A certification that any of the items in paragraph (a) below exists, may result in rejection of the Offeror’s Proposal for non-responsiveness and the withholding of an award under this RFP. If the Offeror’s certification indicates that any of the items in paragraph (a) below exists, the Offeror(s) shall provide with its Proposal a full written explanation of the specific basis for, and circumstances connected to, the item.

The Offeror’s failure to provide such explanation will result in rejection of the Offeror’s Proposal. If the Offeror’s certification indicates that any of the items in paragraph (a) below exists, ASES, in its sole discretion, may request that the U.S. Department of Health and Human Services and any other applicable federal agency grant an exception under 2 C.F.R. 180.135 and any other applicable federal regulations if ASES believes that this procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will ASES award a Contract to an Offeror(s) if the requested exception is not granted for the Offeror(s).

CERTIFICATION

The statements under letters A through F MUST BE ANSWERED.

(a)(1) By signing and submitting a Proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, after reasonable inquiry, that:

(i) The Offeror and/or any of its Principals-

- A. Are/are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; **(REQUIRED)**
- B. Have/have not, within a three (3) year period preceding the date of the Offeror's Proposal, been convicted of or had a civil judgment rendered against them for: commission of Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or Government of Puerto Rico) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **(REQUIRED)**
- C. Are/are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or Government of Puerto Rico) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; **(REQUIRED)**
- D. Have/have not, within a three (3) year period preceding the date of Offeror's Proposal, had one or more public agreements or transactions (federal, state or Government of Puerto Rico) terminated for cause or default; and **(REQUIRED)**
- E. Have/have not been excluded from participation from Medicare, Medicaid, other federal health care programs or other federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7 and other applicable federal statutes. **(REQUIRED)**
- F. Have/have not within the last ten (10) years, been convicted of, pled guilty to, or pled nolo contendere to any felony and/or any Medicaid, Medicare, or health care related offense or have been debarred or suspended by any federal or state government body, and if so, an explanation providing relevant dates. Offeror(s) shall include the Offeror or any of the Offeror's employees, Agents, independent contractors, or proposed Subcontractor(s), the Offeror's Parent organization, Affiliates, and subsidiaries. **(REQUIRED)**
 - i. "Principal," for the purposes of this certification, shall have the meaning set forth in 2 C.F.R. 180.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with federal funds, who: is in a position to handle federal funds; is in a position to influence or Control the use of those funds; or occupies a technical or professional

position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

- ii. For the purposes of this certification, the terms used in the certification, such as covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 2 C.F.R. part 180 and other applicable federal regulations.
- iii. Nothing contained in the foregoing certification shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

This appendix must be signed by the person identified in Appendix B under item #2.

Appendix E

Form of Sworn Statement on Fraud and Misappropriation

RFP # Pharmacy 2022

SWORN STATEMENT

I (full name) _____ of legal age, (marital status) _____, (profession) _____ and resident of _____ (municipality) _____, Puerto Rico, under the most solemn oath, DECLARE:

1. That my name and other personal circumstances are as previously described.
2. That the Board of Directors has been informed of the content of this Sworn Statement and that it has authorized me by means of a Resolution of the Board of Directors to subscribe this Sworn Statement.
3. That I am the President, of the company _____ [Organization Name] , which is duly organized and/or authorized to do business pursuant to the laws of the Government of Puerto Rico, (hereinafter "the Offeror").

Or in the alternative: that I am the _____ (position) of _____, and because the President is unavailable to notarize this document, I have been authorized according to Paragraph 2, for signing this Sworn Statement.)

4. That I am legally authorized by the company, to sign this Sworn Statement.
5. That to the best of my knowledge, and believe, after diligent investigation, the company, its subsidiary companies, Affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, and/or business associate(s)¹, have not been convicted, no probable cause has been found for their arrest, nor are they under investigation in any legislative, judicial or administrative procedure, whether in or out of Puerto Rico, for reasons of any conduct that may be held to constitute Fraud, embezzlement or illegal appropriation of public funds, according to the provisions of Act 2-2018 known as "Ant-Corruption Code for the New Puerto

¹ Business Associate: For purposes of Appendix E of this RFP, this term shall mean any person or entity with whom the Offeror has had, at any point during the last five (5) years, or has at present, a business relationship covered under a written contract to provide, directly or indirectly, 25% or more of its time to the tasks assigned to the Offeror under this RFP or other tasks ordinarily performed by the Offeror in its business; or that will receive 25% or more of the total compensation under this RFP; or that will perform tasks under this RFP as a subcontractor.

Rico”, or any another legal provision that penalizes crimes against the treasury and the public confidence, and neither have I, the Declarant, been investigated, arrested, convicted, declared guilty nor sentenced for the conducts previously mentioned.

Or in the alternative: in the case of having knowledge that any of the persons identified in the above mentioned positions or categories have been or are being investigated, arrested, declared guilty, convicted or sentenced for such conduct and/or criminal offences referred to in the preceding paragraph, a statement regarding this fact shall form part of this sworn declaration. The statement must be included in an additional sheet describing positions, full names, charges, description of the offence or offences for which they have been or are being investigated, convicted or sentenced, including current processes status.

6. I give faith that I have personal knowledge, as does the company, its subsidiary companies, Affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, that the crimes referred to in these provisions include, but are not limited to:

1. Aggravated illegal appropriation, in all its modalities;
2. Extortion;
3. Fraud in constructions;
4. Fraud in the execution of construction work;
5. Fraud in the delivery of things;
6. Undue intervention in the contracting processes of auctions or in the operations of the Government;
7. Bribery, in all its modalities;
8. Aggravated bribe;
9. Offering of a bribe;
10. Undue influence;
11. Crimes against public funds;
12. Preparation of false documents;
13. Presentation of false documents;
14. Forgery of documents;
15. Possession and transfer of false documents; and
16. Crimes under the laws of the United States and of its territories and state jurisdictions of the United States, whose elements are equivalent to those of the crimes aforementioned.

7. That I have been advised by my legal advisors and company's counsels on the obligations imposed by Act 2-2018, and other applicable laws, and I acknowledge and accept the consequences of signing this Sworn Statement.

8. That I certify that I, as well as the Company, know of our continuous duty to report on any investigation, accusation or conviction against the Company, its subsidiary companies, Affiliates and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, related to the crimes and undue conducts listed in Clause 5 & 6.

9. That I certify that neither, the Declarant nor the Company, its subsidiary companies, affiliates and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, to the best of my knowledge or according to what has been informed to me, have incurred nor will we incur in conducts that violate the law, anti-trust federal and state regulations and guidelines, such as agreeing with any another company and/or company proponent to set fixed prices, submit proposals or take any another action for the purpose of impeding, restricting or limiting free competition; or that may have an adverse or negative impact on the services to be offered to the population.

10. That the above declared is the truth and nothing but the truth.

And IN WITNESS THEREOF, I swear and sign this affidavit on _____, _____, today _____, 2021.)

(Signature of the Declarant)

(Name of the Declarant)
(Position)
(Company Name)

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____. In _____, _____, today _____, 2021.

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Appendix F

Disclosure of Lobbying Activities Form

[RFP # Pharmacy 2022](#)

Appendix F is the Disclosure of Lobbying Activities Form to be used regarding this RFP. It is not imbedded in this document but is included as a separate PDF document entitled Appendix F: Disclosure of Lobbying Activities Form.

Appendix G

IT Process Flowchart (Data Exchange)

RFP # Pharmacy 2022

Appendix G is the IT Process Flowchart (Data Exchange) to be used regarding this RFP. It is not imbedded in this document but is included as a separate PDF document entitled Appendix G – IT Process Flowchart.

Appendix H

Reference Form

RFP # Pharmacy 2022

Information for Referees:

The Offeror is required to send the following reference form to each business reference listed in the Proposal.

The business reference, in turn, is requested to submit the Reference Form directly by email to the Procurement Contact of this RFP no later than 6:00 PM (AST) on May 5, 2021 for inclusion in the evaluation process. **References received after this deadline will not be accepted.**

The form and information provided will become a part of the submitted Proposal. The business reference may be contacted for validation of information.

REFERENCE FORM

FOR:

(Name of company (OFFEROR) requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned by your company directly to the ASES, via e-mail at:

Martha L. Vélez González, Esq.
Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. (787) 474-3300 ext. 3006
pharmacyrfp2022@asespr.org

Please include in the subject of the email: "Reference for [Name of Offeror] for RFP Pharmacy2022."

The deadline for the submission of the Reference Form is 6:00 PM (Atlantic Standard Time) on May5, 2021, and **must not** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the Procurement Contact listed above. When contacting us, please be sure to include the RFP number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Information of person completing the Reference Form:

The name of your company/agency:	
Your name and title/position at the company/agency:	
Your contact telephone number:	
Your contact email address:	

Reference Questionnaire:

1. Describe your relationship with the Offeror.

2. Describe the type and scope of contract(s) you have with the Offeror.
 - a. Type of contract:

- b. Indicate the populations served under the contract (Medicaid, Medicare, CHIP, ABP, etc.). Select all which apply:**

Medicaid Medicare CHIP/S-CHIP ABP Other

If Other, please explain. _____

- c. What is the length of time the Offeror has been contracted with your State/Territory?**

- d. What is the term of the Offeror's contract(s) with your State/Territory?**

- e. Have there been any extensions to the contract(s)?** Yes No

3. How would you rate your overall satisfaction with the Offeror?

- a. Overall Performance:**

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

- b. Responsiveness:**

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

- c. Quality of Services:**

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

- d. Compliance with contract requirements:**

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

e. Enrollees satisfaction with the Offeror:

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

f. Network providers satisfaction with the Offeror:

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

4. Have you ever had to take corrective action or impose other enforcement activities with the Offeror?

a. Correction action/enforcement activity required: Yes No N/A

b. Timeframe of corrective action/enforcement activity:

c. Reason for corrective action/enforcement activity:

d. Has the reason for the corrective action/enforcement activity been resolved:

Yes No Ongoing N/A

e. How would you rate your satisfaction with the Offeror's responsiveness addressing the corrective action/enforcement activity?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

f. How would you rate your satisfaction with the Offeror's compliance with addressing the corrective action/enforcement activity?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

5. How satisfied are you with the Offeror's ability to meet required performance standards?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

6. How satisfied are you with the Offeror's ability to meet required quality measures?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

7. How satisfied are you with the Offeror's ability to meet required program integrity standards?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

8. How satisfied are you with the Offeror's ability to meet required reporting standards?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

9. How satisfied are you with the Offeror's ability to meet required encounter data requirements?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

10. How satisfied are you with the Offeror's ability to pay claims on time?

Very Satisfied Satisfied Neither Dissatisfied Very Dissatisfied N/A

11. Is there anything else you would like to mention regarding the Offeror?

12. Would you recommend the Offeror to provide services in the Government of Puerto Rico's GHP program?

Appendix I

Questions and Answers Template

RFP # Pharmacy 2022

Appendix I is the Question and Answers Template to be used by Offerors when providing questions to ASES regarding this RFP. It is imbedded in this document but also is included as a separate WORD document entitled Appendix I– Questions and Answers Template.

Appendix I – Questions and Answers Template

RFP #: Pharmacy 2022

Instructions:

This template is to be used by the Offeror to submit questions regarding the RFP #Pharmacy2022.

Please provide all questions by populating this template labeled "Questions and Answers Template." For each question, first include the specific section number to which the question pertains and the section title. Then provide the specific page number of the document that the question pertains to, and finally, provide the detailed question. For example:

#	Section Name	Paragraph #	Page #	Questions	Answers
1	Subcontractor	3.4.4.2	30		
2	App. B	2	71		

NOTE: All questions submitted in this Template are subject to the conditions set forth in this RFP, including Section 1.8 (Procurement Contact). **Please only submit questions using this Template and save it and send as a WORD document only, questions sent in other formats (e.g., PDF, Excel) will not be accepted.** ASES reserves the right to disregard any questions that have not been submitted using this template.

All questions must be submitted by email to the Procurement Contact **on or before 10:00 PM (Atlantic Time) on April 19, 2021.** ASES reserves the right to disregard any questions that have not been submitted during the proper Q&A period as per Section 3.3.4 of the RFP.

#	Section Name	Paragraph #	Page #	Questions	Answers
1					
2					
3					
4					
5					

#	Section Name	Paragraph #	Page #	Questions	Answers
6					
7					
8					
9					
10					
11					
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Appendix J

Cost Proposal Template

RFP # Pharmacy 2022

Appendix J is the Cost Proposal Template. It is not imbedded in this document but is included as a separate Excel document entitled Appendix J– Cost Proposal Template.

Appendix K

Model Contract

RFP # Pharmacy 2022

Appendix K is the Model Contract. It is not imbedded in this document but is included as a separate document entitled Appendix K– Model Contract.

