

Administered by University of Maine System

Office of Strategic Procurement

Request for Proposal (RFP)

SUBMISSION FORM PACKAGE

Pharmacy Benefit Management (PBM) Services

RFP #2025-059

**Issued Date:** February 18, 2025

**Response Deadline Date/Time:** March 10, 2025, 11:59 p.m. EST

**Response Submission and Inquiry Information:**

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC: PBM Services - RFP#2025-059

**Qualified Respondents Include:** Pharmacy Benefit Managers (PBMs) that meet the Specifications / Scope of Work outlined in Section 1.1.4.

Specifically, UMS is looking for:

* PBMs licensed in the State of Maine and in good standing with the office of the Maine Secretary of State and the Maine Bureau of Insurance.
* PBM must have significant experience with large employers, quasi-public/public and/or Higher Education clients.
* Bidder must have a robust pharmacy network.
* Bidder must have been in operation and performing the services requested in this RFP for a minimum of five years.
* Must be able to offer full, auditable transparency and value-based, lowest-net-cost formulary programs, allowing for flexibility and customization over the course of the contract.

**Qualified Respondents do NOT Include:** Insurance Brokers, Insurance Intermediaries, Purchasing Collaboratives owned by Insurance Brokerages

**Interested Respondents will contact WTW for a copy of the Technical Package. This package will be sent via secure email to those Respondents that UMS deems to meet their Qualified Respondents criteria.**

**INSTRUCTIONS**

**Response Format Instructions**

This section contains instructions for Respondents to use in preparing their response. The Respondent’s submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent’s experience and ability to perform the requirements specified throughout this document.

* + 1. **Section 1 - Response Cover Page**
			1. Label this response - Section 1 – UMS Response Cover Page
			2. Insert Appendix A – University of Maine System Response Cover Page
			3. Insert Appendix B – Debarment, Performance and Non-Collusion Certification
		2. **Section 2 - Master Agreement**
			1. Label this response - Section 2 – References

Insert Appendix C – Respondent References

* + 1. **Section 3 - Master Agreement**
			1. Label this response - Section 3 – Master Agreement
			2. Insert Appendix D – Master Agreement Language Review
			3. Insert Appendix E – Master Agreement

**SECTION 1**

**Appendix A – University of Maine System Response Cover Page**

RFP # 2025-059

PBM Services

|  |  |
| --- | --- |
| Organization Name: |  |
| Chief Executive – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Headquarters Street Address: |  |
| Headquarters City/State/Zip: |  |
| Lead Point of Contact for Quote – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Street Address: |  |
| City/State/Zip: |  |

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
	1. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
	2. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
	3. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University’s employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
	4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to ''trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**Appendix B – Debarment, Performance and Non-Collusion Certification**

**University of Maine System**

**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**

RFP # 2025-059

PBM Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
	1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
	2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
	4. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
3. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**SECTION 2**

### **Appendix C – Respondent References**

**Respondent’s Organization Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTIONS**: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3-year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

|  |
| --- |
| **REFERENCE #1** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #2** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #3** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #4** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

**SECTION 3**

###

### **Appendix D – Master Agreement Language Review**

*This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in RFP Section 1.2, with more detail in RFP Appendix D. Please indicate your acceptance for each special term by “X’ in the Agree or Disagree column.*

*Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in RFP Section 2.1.1.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 2 Requirement:** Term |  |  |
|  | Term | This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier as provided in this Contract with option for additional renewals upon the parities’ mutual written agreement. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 4 Requirement:** Termination |  |  |
|  | Termination | The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 5 Requirement:** Obligations Upon Termination |  |  |
|  | Obligations Upon Termination | Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference****(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 6 Requirement:** Non-Appropriation |  |  |
|  | Non-Appropriation | Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.    |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 8 Requirement:** Modification |  |  |
|  | Modification | This Agreement may be modified or amended only in a writing signed by both parties. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 10 Requirement:** Applicable Law |  |  |
|  | Applicable Law | This Agreement shall be governed and interpreted according to the laws of the State of Maine |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 13 Requirement:** Indemnification |  |  |
|  | Indemnification | The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Agreement. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Agreement, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data.University rights: Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.). |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 17 Requirement:** Entire Agreement |  |  |
|  | Entire Agreement | This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University’s employees and other End Users) and Contractor. In the event that the Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement.  Contractor may not unilaterally change any term or condition of this Agreement. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 21 Requirement:** Confidentiality |  |  |
|  | Confidentiality | The Contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of agreement, a respondent must accept that, to the extent required by the Maine FOAA, any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Requirement: Rider B Insurance Requirements*** **Commercial General Liability, including Product’s and Completed Operations - $1,000,000 per occurrence or more**

Written on an Occurrence-based form) (Bodily Injury and Property Damage)* **Vehicle Liability - $1,000,000 per occurrence or more**

(Including Hired & Non-Owned) (Bodily Injury and Property Damage)* **Workers Compensation - Required for all personnel**

(In Compliance with Maine and Federal Law)* **Professional Liability Insurance - $1,000,000 per occurrence or more**

(Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)* **Cyber Liability Insurance - $1,000,000 per occurrence or more**

(If PII or PHI is stored on systems managed by the provider, the coverage is mandatory) |  |  |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 26 Requirement:** Data Rights and Access |  |  |
|  | Data Rights & Access | All line-item adjudication, claim and clinical data generated by the PBM, including the plan sponsor’s complete, individual, unredacted data, including pre-processed claims, post-processed claims, and clinical data, as well as billed charges, allowed charges, prescriber, and network status are at all times the sole property of the plan sponsor. In addition, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this contract, by the PBM or any of its subcontractors or partners, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and written procedures and documents, regardless of the state of completion shall be and remain the property of the plan sponsor and shall be delivered by the PBM to the plan sponsor in a format approved by the plan sponsor upon 30 days’ notice by the plan sponsor. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 27 Requirement:** Data Use & Sharing |  |  |
|  | Data Use & Sharing | No restrictions, limitations, or prior approval by the PBM or its agents are permitted on how the plan sponsor can use or share its claims data or materials derived from claims data, including no restrictions on how the plan sponsor or its vendors/consultants/data warehouse companies/partners use or share the data, other than as required by HIPAA.  |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 28 Requirement:** Market Check Data |  |  |
|  | Market Check Data | The plan sponsor and its vendors, consultants, data warehouse companies, and other partners are not prohibited from utilizing claims data to conduct market checks or to facilitate analyses by another company which may provide services similar to those offered by the PBM, or by its subcontractors or other vendors. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 29 Requirement:** Data Warehousing |  |  |
|  | Data Warehousing | Data will be fully accessible (through an electronic interface set up and maintained by the PBM to securely send data file feeds to the plan sponsor’s designated partners) to the plan sponsor, and complete plan sponsor data will be provided by the PBM to its designated consultant or other designated partners for any purpose identified by the plan sponsor, including warehousing their property, if so requested by the plan sponsor, at a frequency determined by the plan sponsor, at no additional charge to the plan sponsor or its vendors, consultants, data warehouse companies or other partners.  |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 30 Requirement:** DUAs & NDAs |  |  |
|  | DUAs & NDAs | No allowances or rights enumerated herein shall be invalidated, obstructed, restricted, or otherwise circumvented by the PBM’s DUAs and/or NDAs with the plan sponsor and/or any of the plan sponsor’s partners. |
| Respondent Exception:  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 31 Requirement:** Integration & Coordination |  |  |
|  | Integration & Coordination | The PBM will accept health claims data, out of pocket accumulators, and deductible data from the plan sponsor’s TPA (and other administrators) and send pharmacy claims data to the TPA (and other administrators) to enable optimal use of data for disease and care management and to facilitate claims management operations. |
| Respondent Exception:  |

### **Appendix E – Master Agreement**

Refer to the Master Agreement provided in attachment filename:

**02.3 - 2025-059-RFP-PS-PBM Appendix E-Master Agreement**