City of Galveston
REQUEST FOR PROPOSAL

Proposal Reference Number: RFP 22-16

Project Title: Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services

Proposal Closing Date: 10:00 A.M.(CST), August 25, 2022

No Proposals submitted after the above deadline will be accepted.
KEY DATES SCHEDULE

PROJECT NAME: Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services

ISSUANCE OF RFP: July 13, 2022

PRE-BID CONFERENCE: There will not be any Pre-Bid Conference for this RFP.

DEADLINE FOR QUESTIONS: 10:00 A.M., (CST); Thursday, August 4, 2022

All questions will be answered in the form of an addendum. All questions related to this RFP are to be directed to the following link:

UPLOAD YOUR QUESTIONS HERE

ADDENDA CHECKLIST: CHECK HERE FOR RFP 22-16 ADDENDUMS
(IF APPLICABLE)

SUBMITTAL DEADLINE: 10:00 A.M., (CST); Thursday, August 25, 2022

SUBMITTAL REQUIREMENT: Electronic submittals required for this RFP:

UPLOAD YOUR PROPOSAL SUBMITTAL HERE

*The file size limit for upload is 250 mb

CITY OF GALVESTON COUNCIL AWARD: A final determination will be made at a future City of Galveston Council meeting. City of Galveston reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT: A three (3) year Agreement with an option to auto-renew for two (2) additional years in one (1) year increments.
REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of City of Galveston

The City of Galveston (“COG”) is an island community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. The City of Galveston employs more than 800 people to provide essential services to our residents.

The City of Galveston located in Texas is a home rule city, and is governed through a council-manager form of government.

City of Galveston’s web page is located at https://www.galvestontx.gov

1.2 Objective of this Request for Proposal

The City of Galveston (“COG”) is soliciting proposals in response to this Request for Proposal, RFP 22-16 (this “RFP”), from qualified vendors to provide Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services (the “Services”). The Services are more specifically described in Section 3 (Scope of Work) of this RFP.

COG reserves the right to award multiple Agreements as a result of this RFP if deemed in the best interest of COG. COG makes no representations of any kind that an award will be made as a result of this RFP.

COG is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by COG.

1.3 Public Information

Proposer is hereby notified that COG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

COG strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement award. If the Proposer has notified COG, in writing, that the Proposal Document contains trade secrets or confidential information, COG will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall COG be liable for disclosure of such information by COG in response to a request, regardless of COG’s failure to take any such reasonable steps, even if COG is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if
the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 **Type of Agreement**

All Proposers are hereby put on notice that if the Proposer is awarded an agreement for procurement of goods or services, COG is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a vendor(s) does not guarantee the vendor(s) that COG shall issue any Purchase Order(s) for the Proposer’s goods or services, or guarantee any particular volume use, number, or sales.

Vendor will be required to enter into an agreement with COG in a form substantially similar to the Proposed Draft Agreement between COG and Vendor (the “Agreement”) attached to this RFP in Section 9 and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that COG has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

A three (3) year Agreement with an option to auto-renew for two (2) additional years in one (1) year increments.

1.5 **Clarifications and Interpretations**

Proposers shall promptly notify the COG of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. COG shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

COG may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only COG’s responses that are made by formal written Addenda will be binding on COG. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by COG prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and
returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer’s proposal.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to COG website. All such addenda issued by COG prior to the submittal deadline shall be considered part of the RFP. COG shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in Section 2.2 of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by COG.

COG will select Vendor(s) by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by COG as non-responsive due to material failure to comply with advertised specifications. If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, COG alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, COG may invite one or more selected Proposers to participate in oral presentations. COG will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Vendor.

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the COG. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the COG shall be grounds for disqualification. Vendors shall not contact any COG personnel during the proposal process without the express permission from the COG’s Purchasing Manager.

COG may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, COG may make the selection of Vendor on the basis of negotiation with any of the Proposers. In conducting such negotiations, COG will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At COG’s sole option and discretion, COG may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, COG may establish, after an initial review of the proposals, a competitive range of acceptable, or potentially acceptable, proposals composed of the highest rated proposal(s). In that event, COG will defer further action on proposals not included within the competitive range pending the selection of Vendor; provided, however, COG reserves the right to include additional proposals in the competitive range, if deemed to be in the best interests of COG.

After submission of a proposal, but before final selection of Vendor is made, COG may permit a Proposer to revise its proposal in order to obtain the Proposer’s best and final
offer (BAFO). In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. COG will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. COG is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to COG overall, as determined by COG.

If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the COG’s Purchasing Division. All presentations and/or meetings between COG and the vendor relating to this proposal shall be coordinated by COG Purchasing Division. COG reserves the right to determine which proposal provides COG with the best value and which will be in the COG’s best interest.

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the COG’s purchasing policy.

COG reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of COG. Proposer is hereby notified that COG will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by COG.

1.7 COG’s Reservation of Rights

COG may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. COG reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. COG makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by COG.

COG reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If the best proposer’s Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. COG reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.
1.8 System for Award Management (SAM.GOV)

All vendors contracting with COG may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by COG Council. Registering online is accomplished on the SAM website here: https://sam.gov/content/home

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and COG has made no representation written or oral that one or more agreements with COG will be awarded under this RFP; (2) COG issues this RFP predicated on COG’s anticipated requirements for the Services, and COG has made no representation, written or oral, that any particular scope of services will actually be required by COG; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 RFP Withdrawals and/or Amendments

COG reserves the right to withdraw this RFP for any reason. COG reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline.

1.11 Tax Exempt Status

COG purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. COG will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

COG Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to Section 5 for these documents

1.13 Proposal Validity Period

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the COG.

1.14 Equal Opportunity Employer

COG is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. COG requires companies with which it conducts business to be equal opportunity employers
and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with COG, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Section 5. The form must be filed with the COG Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with COG, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with COG. If no conflict exists the proposer must mark the form Not Applicable or NA and return with the proposal packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into a n agreement with COG, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. This form is not required unless there is an agreement between the vendor and the COG. Do not submit this form unless you receive an award letter from COG. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the COG’s Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
   a. Name, address and telephone number of the protestor.
   b. Identification of the solicitation or agreement number and time.
   c. A detailed statement of the protest’s legal and factual grounds, including copies of relevant documents.
   d. Identification of the issue(s) to be resolved and statement of what relief is requested.
   e. Arguments and authorities in support of the protest.
   f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.

ii. In the case of request for proposals, the COG Purchasing Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.

iii. The COG’s City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the COG’s City Manager will be final.

1.18 Pursuant to Sec. 2-341 of the COG Code – Declaration of Policy

A. It is the policy of COG to stimulate growth of local minority and women-owned business enterprise (MWBE) by encouraging their participation in all phases of its contract and
procurement activity and by affording them the opportunity to compete for all COG contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.

ii. Increase the opportunities for local M/WBE's to expand their business with COG and other public and private sector business entities.

B. Provided, however, nothing herein shall require COG to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless COG may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

C. Additionally, COG has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

COG will accept proposals submitted in response to this RFP until 10:00 a.m., Central Standard Time on August 25, 2022

2.2 Criteria for Selection

Proposer is encouraged to propose terms and conditions offering the maximum benefit to COG. The criteria to be considered by COG in evaluating proposals and selecting Vendor will be those factors listed below:

(1) Cost 35%
(2) Financial Stability 20%
(3) Communication 10%
   (Educational material for employees, On-line resources and tools, Administrative kits for locations and bilingual capabilities)
(4) Claims Processing 25%
   (Hours of operation, Turnaround time excluding medical review of claims, Pended claims procedure, Statistical Accuracy and dedicated service team)
(5) Integrated Systems / Technology Initiative 10%

An evaluation team from COG will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. COG may give consideration to additional information, if COG deems such information relevant.
SECTION 3

Scope of Work

3.1 Project Title: Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services

3.2 Special Conditions

INTENTIONALLY LEFT BLANK

3.3 Scope of Work Minimum Requirements

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3.4 Brand Manufacture Reference

COG has determined that any manufacturer’s brand defined in the Scope of Services meets the COG’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality COG desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. COG reserves the right to determine products and support of equal value, and whether other brands or models meet the COG’s product and support needs.

3.5 Scope of Work – Requirements

Background
COG plan is self-funded and is open to all full-time active employees, retirees of COG and active employees of the Park Board (“Park”). The census and all reporting are broken out by each division (COG and Park). The medical claims are currently administered by BlueCross BlueShield of Texas and the Pharmacy Benefit Manager (PBM) is Prime Therapeutics. The City does not currently offer Patient Advocacy Services and is seeking proposals for a 1/1/2023 effective date.

HUB is the consultant for COG on a fee-based contract, the contract with Medical and Pharmacy Providers will be direct contracts with COG net of commission.

Stop Loss is not currently being marketed, this should occur in the fall of 2022.

3.5.1 Handling of Claims & Customer Service:

a. The proposer must agree to deliver quality customer service to the COG, Park and its employees and follow all applicable regulations and industry standards. Any problems related to servicing the contract, the employees, or the COG regarding billing procedures must be rectified within 30 days of notice.

b. The contractor shall submit separate invoices, in duplicate, for payment as directed by COG. Invoices should include the contract number and will be itemized in accordance with the components of the contract. Payment will not be due until thirty (30) days after the date the above instruments are submitted, or the work is actually performed. Whichever is later.
3.5.1.1 **Continuity of Coverage:** All employees and dependents covered by the current plan are to receive immediate coverage under the new plans.

3.5.1.2 **Claims Experience Monitoring:** The proposer shall provide monthly reports allowing COG to monitor claims experience on a monthly basis.

3.5.2 The proposal is to be based on the current plan of benefits offered. The medical and pharmacy plan administration and provider network are through BCBS and Prime Therapeutics. Proposals are requested to evaluate carving out the pharmacy in addition to continuing with it included under the medical plan administrator. Patient Advocacy Services are not currently offered and are requested for a 1/1/2023 effective date.

The current plan is a self-insured PPO plan. Other provider network options proposed may include HMO, EPO, ACO or any other health insurance options that may meet the needs for health insurance for the City and Plan Members.

3.5.3 The quote is to be based upon the census provided in the RFP (refer to section 3.6.8).

3.5.4 All participants enrolled in the Employee Medical Benefit Plan as of December 31, 2022, are to receive immediate coverage under the new plan.

3.5.5 All Respondent proposal offerings will comply with the Patient Protection and Affordability Care Act of 2009.

3.5.6 The Contractor shall prepare the Summary Plan Documents (SPD) and Summary of Benefits and Coverage (SBC) for all the applicable Plans. The Contractor shall maintain such documents on the Contractor/City website. The booklet text shall be prepared by the Contractor and reviewed by the City, who has final authority on the Plan design and content of the booklets for any self-funded plans. The Contractor shall provide input by their customer service, medical management, account management staff and legal departments relative to the content of the booklets, and requirements of State and Federal laws.

3.5.7 Coverage for employees (full time only) becomes effective on the 1st day of the month following the hire date and terminates at the end of the month of the termination date. (There is no waiting period). Retirees are eligible for continued coverage if eligible under City policy providing that they had these benefits as of the day preceding the date of retirement.

3.5.8 If you would like to receive additional information including census, claims and reporting please send your request to the following link:

SEND YOUR REQUEST HERE
# CITY OF GALVESTON – CURRENT MEDICAL ADMINISTRATION FEES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>BCBS 2020</th>
<th>BCBS 2021</th>
<th>BCBS 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Claims Administration</td>
<td>$35.97</td>
<td>$37.71</td>
<td>$38.84</td>
</tr>
<tr>
<td>PPO Network Access Fee</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Utilization Review</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Large Case Mgmt.</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Disease Management</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>COBRA Administration</td>
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<td>n/a</td>
</tr>
<tr>
<td>Set Up Fees</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Plan Document</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Booklets/SPDs</td>
<td>Included</td>
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<td>ID Cards</td>
<td>Included</td>
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SECTION 4

PRICING PROPOSAL

Proposal of: _______________________________________

(Proposer Company Name)

To: City of Galveston

Ref.: Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services

RFP No#: 22-16

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Self-Funded Medical and Pharmacy Plan Services & Patient Advocacy Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 See below COG Pricing Proposal (Ref. 4.5). It must be filled out completely and returned with this Pricing Proposal.

4.2 Added Value

4.2.1 Describe any proposed benefits to COG from Proposer, not otherwise set forth herein, which would be an added value to COG.

4.3 COG’s Payment Terms

COG’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to COG:

Prompt Payment Discount: _____%_____days/net 30 days

4.4 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with COG, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than COG, will be billed directly to and paid by that governmental entity. COG will not be responsible for another governmental entity’s debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, COG will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with COG.

[ ] Yes, Others can purchase     [ ] No, Only the COG can purchase.
4.5 Pricing Proposal

**Medical Network Access and Claims Repricing**

Network Option: ______________

The tables below outline the data requested. If you are proposing multiple network options, please provide a separate form for each network alternative available for the City of Galveston.

<table>
<thead>
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<th>Medical Network - Geo Access</th>
<th>List % of Coverage below</th>
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</thead>
<tbody>
<tr>
<td>Medical Network Name</td>
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</tr>
<tr>
<td>Geo Access (2 PCPs within 10 miles)</td>
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<tr>
<td>Geo Access (2 Specialists within 10 miles)</td>
<td></td>
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<tr>
<td>Geo Access (1 Hospital within 10 miles)</td>
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<table>
<thead>
<tr>
<th>Medical Network - Disruption</th>
<th>List % of Match below</th>
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<td>Provider Record Match</td>
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</tr>
<tr>
<td>Claim Dollar Match</td>
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<table>
<thead>
<tr>
<th>Medical Network - Repricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Network Name</td>
</tr>
<tr>
<td>Gross Charges (Total Network &amp; Non-Network) = A</td>
</tr>
<tr>
<td>Repriced Discount (Total Network &amp; Non-Network) = B</td>
</tr>
<tr>
<td>Net Allowed Amount = A - B</td>
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<tr>
<td>% of Discount</td>
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</tbody>
</table>

Please submit a detailed repricing analysis and assumptions report for Network & Non-Network

*Indicate the name of the file that has been submitted*
# Medical Submission Form

<table>
<thead>
<tr>
<th>Service Description</th>
<th>*PEPM or Annual Fee</th>
</tr>
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<tbody>
<tr>
<td>Carrier Name</td>
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<tr>
<td>PPO Network Name</td>
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<tr>
<td>Monthly PEPM Fee</td>
<td></td>
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<tr>
<td>Medical Claims / Eligibility Administration</td>
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<td>Subrogation</td>
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<td>Medical Network Access</td>
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<tr>
<td>Utilization Review</td>
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<tr>
<td>Large Case Management</td>
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<tr>
<td>Disease Management</td>
<td></td>
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<tr>
<td>Maternity Management</td>
<td></td>
</tr>
<tr>
<td>Telemedicine / Virtual Office Visits - Administration Fee (if any)</td>
<td></td>
</tr>
<tr>
<td>Telemedicine / Virtual Office Visits - Consult Fee</td>
<td></td>
</tr>
<tr>
<td>Can the City pay the entire Consult Fee for the member?</td>
<td></td>
</tr>
<tr>
<td>COBRA Administration</td>
<td></td>
</tr>
<tr>
<td>SBC &amp; SPDs</td>
<td></td>
</tr>
<tr>
<td>External PBM Interface Fee - One Time</td>
<td></td>
</tr>
<tr>
<td>External PBM Interface Fee - PEPM</td>
<td></td>
</tr>
<tr>
<td>External PBM Interface Fee - Monthly</td>
<td></td>
</tr>
<tr>
<td>Stop Loss Interface</td>
<td></td>
</tr>
<tr>
<td>Start Up Fees</td>
<td></td>
</tr>
<tr>
<td>Monthly Admin PEPM Total</td>
<td></td>
</tr>
<tr>
<td>Expected Participants (Employees &amp; Retires)</td>
<td></td>
</tr>
<tr>
<td>Monthly Total</td>
<td></td>
</tr>
<tr>
<td>Annual Total Admin Fees</td>
<td></td>
</tr>
</tbody>
</table>

- Confirm agreement to provide annual funding of $100,000 in wellness funds. Please confirm your agreement to grant the City of Galveston complete autonomy in the usage of the wellness funds.
- Confirm agreement to provide an audit allowance for $30,000 to be used for Medical and Pharmacy Audit.
- Confirm agreement to provide a communication allowance for $25,000 to be used annually for updating enrollment materials, technology, virtual enrollment support and benefit brochures.
- Confirm that the fees are NET of commission
- Rate Guarantee
- Performance Guarantees *(Include an Exhibit if necessary)*

* PEPM – Per Employee Per Month
<table>
<thead>
<tr>
<th>PHARMACY BENEFIT MANAGER NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Name</td>
<td></td>
</tr>
<tr>
<td>Start Up Costs</td>
<td></td>
</tr>
<tr>
<td>Implementation Credit</td>
<td></td>
</tr>
<tr>
<td>Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Integration Fees</td>
<td></td>
</tr>
<tr>
<td>Dispensing Fee</td>
<td></td>
</tr>
<tr>
<td>Retail</td>
<td></td>
</tr>
<tr>
<td>Retail 90 Program</td>
<td></td>
</tr>
<tr>
<td>Mail Order</td>
<td></td>
</tr>
<tr>
<td>Specialty</td>
<td></td>
</tr>
<tr>
<td>Average Drug Costs (example: AWP -22%)</td>
<td></td>
</tr>
<tr>
<td>Brand Retail (30/31 day supply)</td>
<td></td>
</tr>
<tr>
<td>Brand Retail (90 day supply)</td>
<td></td>
</tr>
<tr>
<td>Brand Mail</td>
<td></td>
</tr>
<tr>
<td>Generic Retail (30/31 day supply)</td>
<td></td>
</tr>
<tr>
<td>Generic Retail (90 day supply)</td>
<td></td>
</tr>
<tr>
<td>Generic Mail</td>
<td></td>
</tr>
<tr>
<td>Specialty</td>
<td></td>
</tr>
<tr>
<td>Claims Cost</td>
<td></td>
</tr>
<tr>
<td>Paper</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>DUR/Cost</td>
<td></td>
</tr>
<tr>
<td>Prior Authorizations</td>
<td></td>
</tr>
<tr>
<td>Clinical</td>
<td></td>
</tr>
<tr>
<td>Non-Clinical</td>
<td></td>
</tr>
<tr>
<td>ID cards</td>
<td></td>
</tr>
<tr>
<td>Card distribution</td>
<td></td>
</tr>
<tr>
<td>Other fees (please list)</td>
<td></td>
</tr>
<tr>
<td>Formulary Rebates (Minimum) Brand</td>
<td></td>
</tr>
<tr>
<td>Per Retail (30 day)</td>
<td></td>
</tr>
<tr>
<td>Per Retail (30 day) - Additional Years</td>
<td></td>
</tr>
<tr>
<td>Per Retail (90)</td>
<td></td>
</tr>
<tr>
<td>Per Mail</td>
<td></td>
</tr>
<tr>
<td>Per Mail - Additional Years</td>
<td></td>
</tr>
<tr>
<td>Specialty</td>
<td></td>
</tr>
<tr>
<td>Specialty - Additional Years</td>
<td></td>
</tr>
<tr>
<td>Employer Rebate Value PEPM</td>
<td></td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td></td>
</tr>
<tr>
<td>Performance Guarantees (Include an Exhibit if necessary)</td>
<td></td>
</tr>
<tr>
<td>Confirm that the fees are NET of commission</td>
<td></td>
</tr>
<tr>
<td>PMPY Credit (Specify if amount changes after year 1)</td>
<td></td>
</tr>
<tr>
<td>Confirm agreement to provide an audit allowance for $20,000 to be used for Pharmacy Audit</td>
<td></td>
</tr>
<tr>
<td>Implementation Credit - first year and ongoing</td>
<td></td>
</tr>
</tbody>
</table>
The tables below outline the data requested. If you are proposing multiple network options, please provide a separate form for each network alternative available for City of Galveston.

<table>
<thead>
<tr>
<th>Pharmacy Network - Geo Access</th>
<th>List % of Coverage below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy Network Name</td>
<td></td>
</tr>
<tr>
<td>Geo Access (2 Pharmacies within 10 miles)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pharmacy Network - Disruption</th>
<th>List % of Match below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy Network Name</td>
<td></td>
</tr>
<tr>
<td>Provider Record Match</td>
<td></td>
</tr>
<tr>
<td>Claim Dollar Match</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pharmacy Network - Repricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Ingredient Cost</td>
</tr>
<tr>
<td>Projected Discounted Ingredient Cost</td>
</tr>
<tr>
<td>Projected Admin Fees</td>
</tr>
<tr>
<td>Projected Dispensing Fees</td>
</tr>
<tr>
<td>Projected Annual Rebate Offset</td>
</tr>
<tr>
<td>Total Net Cost:</td>
</tr>
<tr>
<td>Service</td>
</tr>
<tr>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>Monthly Fee (PEPM)</td>
</tr>
<tr>
<td>Additional Fees (Set Up/Renewal)</td>
</tr>
<tr>
<td>Minimum Monthly Fee in addition to PEPM</td>
</tr>
<tr>
<td>Provider Selection Assistance/In Network</td>
</tr>
<tr>
<td>Prescription Comparison</td>
</tr>
<tr>
<td>Benefit Guidance</td>
</tr>
<tr>
<td>Medical Bill Review</td>
</tr>
<tr>
<td>Bill Negotiation for Non-Network Claims</td>
</tr>
<tr>
<td>Appointment Scheduling</td>
</tr>
<tr>
<td>Coordination of Services</td>
</tr>
<tr>
<td>Medical Records Request</td>
</tr>
<tr>
<td>Provide Employer Utilization Reports</td>
</tr>
<tr>
<td>Assistance with: Medical, Dental and Vision plans</td>
</tr>
<tr>
<td>Able to verify Specific Plan Benefit Provisions</td>
</tr>
<tr>
<td>Call Center Hours</td>
</tr>
<tr>
<td>Call Center Location</td>
</tr>
<tr>
<td>Local Account Management</td>
</tr>
<tr>
<td>Able to Assist at Enrollment Meetings</td>
</tr>
<tr>
<td>Methods of Communications Available</td>
</tr>
<tr>
<td>Can be purchased for just those enrolled on CDHP/has plan option? Yes or No</td>
</tr>
<tr>
<td>On-Line Resources</td>
</tr>
</tbody>
</table>

* PEPM – Per Employee Per Month
SECTION 5

Appendices

Appendix A – Proposal Document
Appendix B – Conflict of Interest
Appendix C – House Bills 13, 19, 89
Appendix D – Property Tax Statement
Appendix E – Nepotism Statement
Appendix F – Non-Collusion Statement
Appendix G – Certification Regarding Debarment
Appendix H – No Intent to Submit Form
Appendix I – ACH Form
Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A must be included in the submittal.
- Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- Appendix B – Conflict of Interest
- Appendix C – House Bill 13, 19, 89 Verification
- Appendix D – Property Tax Statement
- Appendix E – Nepotism Statement
- Appendix F – Non-Collusion Statement
- Appendix G – Certification Regarding Debarment

All Proposals delivered to the City of Galveston shall include this page with the submittal.

<table>
<thead>
<tr>
<th>RFP Number:</th>
<th>22-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td>Self-Funded Medical and Pharmacy Plan Services &amp; Patient Advocacy Services</td>
</tr>
<tr>
<td>Submittal Deadline:</td>
<td>August 25, 2022@ 10:00 A.M. CST</td>
</tr>
</tbody>
</table>

Proposer Information:

<table>
<thead>
<tr>
<th>Proposer’s Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City, State &amp; Zip</td>
</tr>
<tr>
<td>Federal Employers Identification Number #</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: ________________________________

Signature of Authorized Representative: ________________________________

Signed this ______(day) of ______________________(month),______(year)
Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. The Finance Department is required by law to post the statements on the City’s website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. □ Check this box if you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

      □ Yes □ No

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

      □ Yes □ No

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

      □ Yes □ No

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

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

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

      □ Yes □ No

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

      □ Yes □ No

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

      □ Yes □ No

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

4. Signature of person doing business with the governmental entity Date Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and  

2. “Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.

3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, ________________________________ (Person name), the undersigned representative of (Company or Business Name) ________________________________, (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

_____________________________     _______________________________________________
DATE      SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

________________________________________________________________________

________________________________________________________________________

Proposer’s Printed or Typed Name

Proposer’s Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official
Or employee: ___________________________________________________
Relationship: ____________________________________________________

If the Bidder or Proposer is NOT an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: ___________________________________________
Employee and title of City Official or Employee: _________________________
Relationship: _____________________________

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER________________________________________________________________________________________

ADDRESS___________________________________________________________________________________________

__________________________________________________________________________________________________

PHONE _____________________________________________________________________________________________

FAX _________________________________________________________________________________________________

PROPOSER (SIGNATURE) _____________________________________________________________________________

PROPOSER (PRINTED NAME) ___________________________________________________________________________

POSITION WITH COMPANY _____________________________________________________________________________

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL _______________________________________________________________________________________

COMPANY OFFICIAL (PRINTED NAME) ____________________________________________________________________

OFFICIAL POSITION ___________________________________________________________________________________

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification—the above information is true and complete to the best of my knowledge and belief.

________________________________________________________________________
(Printed or typed Name of Signatory)

________________________________________________________________________
(Signature)

________________________________________________________________________
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.
Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 300
Galveston, Texas 77550

Please check all items that apply:

☐ Do not sell the item(s) required
☐ Cannot provide Insurance required

☐ Cannot be competitive
☐ Cannot provide Bonding required

☐ Cannot meet specifications highlighted in the attached request
☐ Cannot comply with Indemnification requirement

☐ Job too large
☐ Job too small

☐ Do not wish to do business with the City of Galveston
☐ Other: ________________

☐ Cannot submit electronically

COMPANY NAME (Please print): ________________________________

Authorized Officer Name (Please print): _________________________

Telephone: (____) ____________  Fax: (____) ________________

You may also email this form to: purchasing@galvestontx.gov.
The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance
I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial
institution named below.
Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due
to incorrect or incomplete information supplied by me or by my financial institution, or due to an error
on the part of my financial institution in depositing funds to my account.
This agreement will remain in effect until the City of Galveston receives a written notice of cancellation
from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of
Galveston Finance Department.

**Account Information**

Name of Financial Institution: _________________________________________________________

Financial Institute Address: _________________________________________________________

Routing Number: _________________________________________________________

Account Number: _________________________________________________________

SWIFT Code: (if applicable) _________________________________________________________

Executed agreement must include a confirmation of the banking information from an Authorized Bank
Official on bank letterhead with the Authorized Bank Official’s business card.

**Signature**

Company Name: _________________________________________________________

Authorized Signature: _________________________________________________________

Printed Name: ___________ Title: ___________

Contact Phone Number: ___________ Date: ___________

**FOR CITY USE ONLY:**

Verified by: ___________ Date Verified: ___________

**RETURN THIS FORM ONLY UPON AWARD.**
SECTION 6

PROPOSER’S QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer’s Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate.

6.1 Medical Questions

Carrier ______________________

1. Provide a brief history and overview of your organization. Include how many years you have been in business and the number of employees.
2. Describe the implementation process and provide a timetable assuming notice by late September 2022 for a January 1, 2023 effective date. Be specific with regards to timing of significant tasks and responsibilities of Client and incumbent carrier.
3. How will you interface with the current carrier to assure smooth implementation? What data will you need to for a timely and accurate implementation? Please describe your minimum data requirements and include the ideal data-reporting format.
4. Please provide name, title, and responsibilities for all individuals who would be assigned to the implementation of the City's account.
5. How many other implementations will this team/person be managing simultaneously, in addition to the implementation of the City of Galveston?
6. Give the name, title and a brief history of the person(s) with whom the overall responsibility for planning and supervising members assigned to the City's account.
7. Will the City have a dedicated account manager? If so, where are they located and what are their standard hours? Will they have a back-up contact?
8. Briefly outline your standards/procedures for quality control in your claims processing center.
9. Do you maintain an internal audit staff?
10. If yes, what audit criteria is used for internal quality control?
11. How often do you perform internal audits?
12. Describe all services provided as part of your standard TPA fees.
13. Describe optional TPA services available and provide estimated costs for these services.
14. Please describe who is responsible for overpayments and duplicates paid in error? Will the City receive reporting on overpayments and how often?
15. Describe your process for recovery of payments regarding subrogation and outline any fees that may apply.
16. Are claims payments generated and mailed from the office that handles the claims processing? If no, where are payments/EOB's printed and mailed from and what type of agreement is in place with the external vendor?
17. How often do you require updated eligibility from your Clients? How often can you receive updated eligibility information? What is the turnaround time and process for updates?
18. What online eligibility capabilities are available to the Client?
19. Please address how your firm handles HIPAA and security breaches. Please include the number of HIPAA and security breaches your firm has experience in the past 5 years including the number of individuals impacted by each breach.
20. Describe in detail your clinical management programs, including disease management, that are available.
21. Which diseases do you target currently and what are your average participation levels by disease state?
22. To what extent is there integration among the various programs?
23. How do you see these disease states changing over the next 5 years?
24. Would the Client be able to customize any of these programs?
25. How does your approach to clinical management differ from that of your competitors?
26. To what extent do clinical practice guidelines drive your clinical management process?
27. As an Exhibit, provide a copy of all your standard clinical management reports. Would the Client be able to customize any of these?
28. Describe the wellness programs you currently have available to the Client. Include all services available for each program and any associated costs.
29. Does your company utilize a Health Risk Assessment? If so, please provide associated cost and a copy of the Health Risk Assessment?
30. Does your company provide biometric screenings? If so, please provide a scope of service and associated cost.
31. Can your company receive biometric screening data from an external vendor? If so, please describe the process, any limitations and/or cost.
32. Will your company provide a wellness coordinator / consultant for the City?
33. Provide sample communication material available on your wellness programs.
34. Will you assist the City in coordinating an Annual Wellness Fair/Event, including coordinating provider attendance and giveaway donations?
35. Please outline your demonstrated and proposed ability to implement unique and innovative cost containment solutions.
36. Describe your standard reporting capabilities. Provide samples of these reports and state frequency of availability.
37. What level of analysis and advice is included in your standard reporting package?
38. Can utilization information be provided to the client on-line allowing them to extract and manipulate the data themselves? If so, how and what is required by the client? The Client may require multiple-user access. What would be the resulting charge for this service?
39. What type of benchmark data do you include in your analytical reports? What, if any, adjustments do you typically make to your benchmark data?
40. Describe any modeling capabilities that the Client could utilize to assist in future budgetary decisions.
41. Do you have any reporting enhancements, platform changes or updates planned within the next 12 months?
42. What is your liability coverage for pre-admission review? Do you agree that the Client will be held harmless in any suit filed by a subscriber against the company?
43. As an Exhibit, submit a copy of your most recent Annual Report or financial statement.
44. What are your normal COB procedures?
45. How are COB savings tracked in the system?
46. As an Exhibit, include a sample draft of your contract or services agreement.
47. Your proposal will become part of the final contract by reference. Indicate your agreement to this requirement.
48. As an Exhibit, provide samples of the following communication materials and outline any customization that is available, including any cost.
   -ID Cards
   -Medical EOB
   -ASO Billing Statements
   -Month End Reports
   -Wellness Communications
49. Should the City choose another carrier to manage their Pharmacy Benefits Plan, will you be willing and able to work with another vendor? What preferred prescription vendors do you currently work with? Will there be a cost for data integration?
51. If the Pharmacy Benefit Manager services are placed with another carrier, will your organization be capable of including the prescription plan information (including logos) on the Medical ID cards?

52. Do you charge for interfacing to third party enrollment systems?

53. Please describe your out of network claims negotiation programs. Will you be willing to enter into a PEPM pricing arrangement for out of network negotiations?

54. Please outline any services that are contracted on a capitated basis. Please provide a capitation schedule.

55. Please outline your available network alternatives. As an Exhibit, please submit projected savings and disruption reports from proposed network alternatives. Also provide your enrolled member (all employers) to provider ratio for your proposed narrow network plans. Please provide this analysis for PCP and Specialists.

56. Describe the Network credentialing process.

57. What is the average length (in days) of time for members to see PCP and Specialist Visit? What steps will you take to make sure members have convenient and timely access to care?

58. Do you allow outside medical claim audits? Describe any limitations.

59. The City is not seeking Stop Loss proposals at this time. An RFP for Stop Loss will be released later in 2022. Is your Medical TPA proposal submission contingent upon being awarded the Stop Loss?

6.2 Medical Deviation Questions

**Carrier ______________**

1. Does your organization agree to the specifications for services as outlined in the RFP? Would you be willing to agree to a performance-based contract? If so, please outline your proposed performance guarantees.

2. Will your organization administer the current Medical benefits?

3. As a Third-Party Administrator for the Medical plans, please clearly outline any administrative or contractual limitations that you may have in working with a Pharmacy Benefit Manager.

4. Please confirm that the Third-Party Administration and all other fees quoted are net of commissions.

6.3 Pharmacy Benefit Management Questions

**Carrier ______________**

1. Describe the implementation process and provide a timetable assuming notice by late September 2022 for a January 1, 2023 effective date. Be specific with regards to timing of significant tasks and responsibilities of Client, the TPA and incumbent carrier.

2. How will you interface with the current carrier to assure smooth implementation? What data will you need to for a timely and accurate implementation? Please describe your minimum data requirements and include the ideal data-reporting format.

3. Please provide name, title, and responsibilities for all individuals assigned to the implementation of this account.

4. Describe the preferred process for ID cards.

5. Can the Rx information be included on the Medical ID card? If so, what information will need to be included? Are there logo requirements? Can the PBM network logo be printed in black and white?

6. *If the City desires Rx ID card production by the PBM, please address the following:*
a) What general limitations, if any, do you have on PBM printed ID cards (i.e. alpha numeric space limitations, logo limitations, and custom color limitations)?
b) Can you produce combination medical/pharmacy cards?  
c) What member communications accompany initial ID cards? Please provide examples.  
d) Will you allow the client to have final review and sign off of ID cards?  
e) What processes are available after implementation to request new, additional, or replacement cards?

7. Please describe the eligibility, formulary and claims accuracy testing processes that occur during implementation? After implementation?

8. How will you handle members who have already satisfied the prior authorization requirements of the current plan?

9. Are you able to administer any one-off overrides that the City may have in place on their current plan?

10. Give the name, title and a brief history of the person(s) with whom the overall responsibility for planning and supervising members assigned to City's account.

11. Will the City have a dedicated account manager? If so, where are they located and what are their standard hours? Will they have a back-up contact?

12. Describe your company history and ownership structure. Include how many years you have been in business and the number of employees.

13. Does your organization offer alternative pricing such as:  
   a) Trend or PMPM guarantees? Is there a cap on the amount guaranteed? Please describe in detail.
   b) A single, flat-fee price (i.e. transparent or pass-through pricing) on a per-claim basis? What margin do you retain with this type of arrangement on retail claims?
   c) Reference-based pricing? Please describe.

14. Please describe your MAC (Maximum Allowable Cost) pricing program in detail.

15. Do you have more than one claim adjudication platform? If so, which one will you be using for the City and why?

16. Is the AWP source on which a claim is adjudicated for charge to the client the same source used to compensate retail pharmacies? Please explain any differences. How frequently is this information updated?

17. Do you use the entire 11-digit NDC submitted by the pharmacy to calculate AWP & client charges?

18. Describe your disaster recovery plans for Internet, retail network and mail order, and specialty pharmacy processing systems. List the number of times and duration your retail and mail order network processing system has experienced unscheduled down time over the past twelve (12) months.

19. Do you own and operate your own Mail Service Program? If not, describe your relationship with the mail order operation you have selected. How many mail service facilities do you operate? Where are they located?

20. Which facility would be used for this Client? How long has the facility that would support this client been in operation? Please provide facility-specific performance information.

21. When the last refill of a prescription has been dispensed, what procedures do you have in place to alert and assist the patient in renewing the prescription?

22. How do you alert a patient when a prior authorization is about to expire? How much advance notice is given to the patient?

23. If a number of prescriptions are submitted and one or more require further handling/research, what is the protocol for filling and delivering the non-questioned medications?

24. Do your pharmacists have a protocol for determining when they should call the physician to see if the prescription may be filled with a less expensive generic or therapeutic equivalent? What are the protocols? Do you call or provide written communication to members to inform them of possible alternatives? Please describe.
25. Do you monitor high-cost claimants? What criteria are used to identify high cost claimants and what management steps are taken to address these situations? Please provide an example.

26. If you outsource your mail order service, is the same MAC list and pricing applied at both retail and mail order?

27. What package size is your Mail Order AWP pricing based upon?

28. What method of shipping is generally used?
   a) How do you manage medications with special storage requirements (i.e. refrigeration) or temperature sensitivity?
   b) How are charges for member-requested expedited shipping handled?
   c) How are charges for expedited shipping handled?
   d) Do you require signature receipt of orders? Please describe.
   e) What is your protocol for “lost” delivery resolution? Please describe in detail.
   f) Can you precisely track deliveries once orders leave your facility? Please describe capabilities.
   g) If instructed to do so, can you ship directly to a physician’s office?

29. Do you have the capability for on-line mail order refills? If yes, how many mail order prescriptions are you currently processing over the Internet? What % of total mail order prescriptions does this represent?

30. Are there any minimum formulary requirements for this client to participate in rebate payments? Are any educational pieces a requirement for these contracts, if so please enclose a sample.

31. Provide a breakdown of fees associated with formulary administration. Indicate if the fees are all-inclusive, and note whether you charge separately for related mailings and managing appeals processes.

32. Do you provide new drug alerts to current clients as they are released to the market (including generics)? Do you communicate what the potential impact of the newly FDA approved drug will have on a specific clients’ plan? Please provide a sample as an Exhibit.

33. How often are formulary changes made? Can the City opt to freeze the formulary for the plan year, making updates upon renewal? If so, is there any additional cost and/or impact to any rebates that the City might receive?

34. Are any of your manufacturer rebate contracts bundled? Please list all manufacturers that have bundled contracts?

35. Do you notify clients of rebate contract changes that may impact them subsequent to program initiation? Please describe this process.

36. Are the rebates guaranteed? If not, is there a minimal guarantee?

37. What are your top-five manufacturer rebate relationships by total dollar volume?

38. The City is requesting a 100% pass through on rebates. Do you agree to this? Will you offer a per claim rebate guarantee?

39. When will this client’s share of the rebates be paid?
   a) Are the rebates paid quarterly or annually?
   b) Will you include timeliness of rebate payment in your performance guarantees?
   c) Will rebates accrued and owed survive contract termination?

40. Is the reconciliation detail, at the manufacturer level or at the claim level, shared with the client?

41. As an Exhibit, please submit examples of the reports of rebate payment reconciliation.

42. Please describe the steps taken when a potential adverse drug interaction is identified?

43. Describe all programs you have available and frequency of activities to manage drug utilization; identify potential abuse patterns by a member; assess over-prescribing by doctors; identify potential fraud by dispensers and/or consumers.

44. Please provide a detailed list of retrospective DUR areas examined at retail and mail.
   a) What is the timeframe for intervention? Within 24 hours, weekly, monthly or quarterly?
b) Is the intervention automated? Is the physician notified via letter or fax? Is the physician surveyed as to the usefulness of the intervention?
c) Are the physician responses charted to provide auditable savings results?

45. How often would you be willing to receive eligibility data?

46. How long does it take you to update eligibility after receipt of a file? Indicate how quickly eligibility information can be updated based upon the different media that a plan sponsor may use to report eligibility data (paper, tape, diskette, CD-ROM, telephone, on-line).

47. In an urgent situation, can you manually enter eligibility information providing that is substantiated by the City?

48. What options are available for on-line access? If available, describe the internal and external systems security measures in place. Describe any charge for this access.

49. Will you accept eligibility information from client designated organizations (i.e. contracted vendor or Medicaid)? Please describe format and process requirements.

50. Describe your ad-hoc reporting capabilities, including programming charges and the media available to deliver the report.

51. Does your organization receive any other unrestricted educational grants, administrative fees, fees for pull-through programs, or preferred product promotional fees from drug manufacturers besides the formulary rebate payment? If yes;
   a) Please describe these additional revenue sources and what percentage of overall revenue is derived from this relationship?
   b) Please list the top-five manufacturers that supply the most revenue to your organization through these means.
   c) Are there any formulary administrative fees received from manufacturers which are shared with the client?

52. Describe all programs you have available and frequency of activities to manage drug utilization; identify potential abuse patterns by a member; assess over-prescribing by doctors; identify potential fraud by dispensers and/or consumers.

53. Are the charges of all DUR programs clearly stated in the cost section of your proposal? If shared or % savings are involved, please provide a detailed savings calculation methodology for each program and how the charges are calculated.

54. Explain your member appeals process levels. If a claim is denied or rejected and the member appeals, what is the process for handling the appeal and at what point do you involve the client contact?

55. Provide a description of your step therapy programs. List common agents that require step therapy, and provide an estimated level of savings for clients who adopt step therapy programs.

56. What is your process when a request is received for prescriptions from someone who is ineligible, or is shown as terminated from the plan?

57. What options are available for receiving eligibility? Do you have mandatory eligibility requirements? Do you have preferred formats? Will you accept any format?

58. How long does it take you to update eligibility after receipt of a file? Indicate how quickly eligibility information can be updated based upon the different media that a plan sponsor may use to report eligibility data (paper, tape, diskette, CD-ROM, telephone, on-line).

59. In an urgent situation, can you manually enter eligibility information providing that is substantiated by the City?

60. Describe your general reporting capabilities.

61. What level of analysis and advice is included in your standard reporting package?

62. Provide a specific list and a sample package of your standard reports that will be included at no additional charge. Please note the frequency they will be provided and the media type available to deliver each report.

63. What type of benchmark data do you include in your analytical reports? What, if any, adjustments do you typically make to your benchmark data?
64. Describe any modeling capabilities that the Client could utilize to assist in future budgetary decisions.
65. Describe any plan design / formulary modeling tools that will be available for use by Client.
66. Please enclose a sample draft of your contract or services agreement.
67. Your proposal will become part of the final contract by reference. Indicate your agreement to this requirement.
68. Please summarize your proposal for improving the health of the City employees, spouses, dependents and retirees.
69. Are there any changes that you would recommend to the City's current plan designs for pharmacy services? Please describe.
70. Does your program include a mandatory specialty pharmacy?
71. As an Exhibit, include your Preventive Drug List.

6.4 Pharmacy Benefits Management Deviation Questions

Carrier ________________

1. Does your organization agree to the specifications for services as outlined in the RFP?
2. Would you be willing to agree to a performance-based contract? If so, please outline your proposed performance guarantees.
3. Will your organization administer the current prescription benefits?
4. As a Pharmacy Benefit Manager, please clearly outline any administrative or contractual limitations that you may have in working with a Third-Party Administrator.
5. Do you require the award of the TPA Medical, in order to offer Pharmacy Benefit Manager services?
6. Please confirm that the Pharmacy Benefit Manager and all other fees quoted are net of commissions.

6.5 Patient Advocacy Services Questions

Patient Advocacy Services Name ________________

1. Will the Client have a dedicated customer representative overseeing customer service? If so, please provide a brief resume including years of experience with your company.
2. Describe the customer service support available for the Client during and after enrollment.
3. Do you have computer-assisted telephone answering capability? If so, are callers given the option to access a live operator?
4. Describe the formal training, qualifications and minimum experience required for your customer service representatives.
5. What was the average staff tenure and annual staff turnover rate in your customer service department during 2021?
6. Explain how internal communication regarding the Client’s account would be handled by your organization. For example, if the account manager receives a complaint/question, what are the formal procedures for documenting and following through to resolution?
7. Is the telephone system capable of call monitoring for quality assurance purposes? If so, describe the process by which this is accomplished.
8. What are your normal hours of operation? What is the procedure when a customer service call is received outside of your working hours?

9. Do you conduct quality monitoring of telephone calls? If so, what are your 2021 results?

10. What are your standards for telephone inquiries? Please provide your minimum service level for:
    a) Abandon rate of phone calls
    b) Average wait time in queue

11. What standard reporting do you provide and what is the frequency of reporting? Please provide a sample of your standard reporting package.

12. Describe the implementation process and provide timetable assuming notice by late September 2022 for a January 1, 2023 effective date. Be specific with regards to timing of significant tasks and responsibilities of Client.
SECTION 7

REFERENCES

References – This section is required.
Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

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SECTION 8

SUBMISSION OF PROPOSAL

A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.

B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.

C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of Appendix A-Proposal. It is the Proposer’s responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.

D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by COG online submittal portal, shall be the official time of receipt. COG is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.

F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. COG only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in Section 3. Scope of Work – Special Conditions. No hand delivered or mailed submittals will be considered and will be marked “Non-responsive”.

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G. **Questions and Responses:** Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by COG Council will disqualify a vendor from being considered for an award.

8.1 **Proposal Submittal Order**

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then COG may consider this as Non-Responsive and reject the proposal:

8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 5**)
8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 5**)
8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 5**)
8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 5**)
8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 5**)
8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 5**)
8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 5**)
8.1.8 Signed and Completed Pricing Proposal (**Section 4**)
8.1.9 Signed and Completed Addenda Checklist (if applicable)
8.1.10 Completed References (**Section 7**)
8.1.11 Responses to Proposer's Questionnaire (**Section 6**)

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SECTION 9

PROPOSED DRAFT AGREEMENT

COG has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFP, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.
AGREEMENT FOR SERVICES

SERVICES

This Agreement (the “Agreement”) is made and entered into this ____ day of month, 20__, by and between the City of Galveston (“COG”), a Texas home-rule municipality, and company name (“Company”) located at list address here. By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its “services rendered”, within the City of Galveston (“COG”) and vendor name (“Company”) desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and Exhibit A, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

Agreement Type Here and RFP or Bid # if there is one

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. TERM: Agreement shall be effective upon execution by the COG until work has been completed to the satisfaction of the COG unless sooner terminated under the terms set forth herein. It is agreed that COG will have the option to extend the Agreement for up to one (1) additional year. To exercise this option, COG shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company’s past performance is not within the industry standard or acceptable to the COG. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. SCOPE OF SERVICES: Company will provide the services (“Work”) to the COG in connection with the Project, more specifically described in Exhibit A (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. COMPENSATION: COG shall compensate Company for the Work at the agreed upon (Insert Agreement Value), more specifically described in Exhibit A. Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at Company full Address. COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. SCHEDULE AND DELIVERABLES: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached Exhibit A. In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. CHANGES: The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the COG and Company, shall be
incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS**: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for SERVICES BEING RENDERED. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers’ Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

    Required Insurance:

    a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

       $2,000,000 general liability (includes products and personal, etc.)
       $1,000,000 fire damage
       $1,000,000 automobile damage
       $500,000 workers compensation employers’ liability
       **Statutory** limits for workers compensation

    Insurance coverage shall be on an “occurrence basis”

11. **APPROPRIATIONS**: The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or
labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold COG of Galveston harmless, including COG’s officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company’s supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of COG. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless COG and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY’S FEES:** In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys’ fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES** - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party’s address reflected at the end of this
Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to COG shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Company Name

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG’s right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG’s sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **EXHIBITS** - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation
Exhibit 2 – Appendix B – Conflict of Interest Form Executed
   Appendix C – House Bill 89, 13, 19 Verification Form Executed
   Appendix D – Property Tax Statement Executed
   Appendix E – Nepotism Statement Executed
   Appendix F – Non-Collusion Statement Executed
   Appendix G – Document 00435 Debarment
   Appendix I – ACH Form (if applicable)
Exhibit 3 – Federal Clauses Executed (if they apply)
26. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

[**SIGNATURES FOLLOW ON NEXT PAGE**]

[**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**]
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS  

By: ________________________________  By: ________________________________

City Manager  

ATTEST:

______________________________

City Secretary  

APPROVED AS TO FORM

______________________________

City Attorney