



REQUEST FOR PROPOSALS (RFP) NO. 2018-070

CLOSING DATE AND TIME: APRIL 19, 2018 - 2:00 P.M.

ADMINISTRATIVE SERVICES ONLY (ASO) FOR MEDICAL AND PHARMACY BENEFITS

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Administrative Services Only (ASO) for Medical and Pharmacy Benefits, complying with the following specifications as listed herein.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO. 2018-070; Administrative Services Only (ASO) For Medical and Pharmacy Benefits, so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on **Thursday, April 19, 2018 at 2:00 p.m.** Faxed bid proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal, you may contact purchasing@cityofmesquite.com.
2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

4. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. There must be **one original and five (5) copies**, on this form, prior to the closing date and time to be considered. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
7. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.
8. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.
9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
12. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
13. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
14. This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Mesquite or successful proposer.
15. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

16. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
17. The City is exempt from all sales and excise taxes.
18. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
19. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
20. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
21. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.
22. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other *government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback)*. Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite _____ Yes _____ No.
24. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
25. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer. A renewal option is included as a part of this proposal for an additional two (2) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.

26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.
27. The Contract form is included for proposers information so that proposers may be familiar with their contents and requirements. **Proposer shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable
5. The City reserves the right to require additional technical and pricing information and negotiate all elements, which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. All questions must be submitted via fax or email by **Monday, April 9, 2018 at 2:00 p.m. CST** prior to proposal closing date.
7. Proposers shall submit a total of six (6) references.
8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- ☐ Conflict of Interest Questionnaire
- ☐ Non-Exclusion Affidavit for General Contractors
- ☐ Prohibition On Contracts With Companies Boycotting Israel - House Bill 89 Form
- ☐ References
- ☐ Cost Proposal
- ☐ Required Vendor Information
- ☐ Vendor Questionnaire

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (Insert State Name)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said
(Name of Company)

company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

INSURANCE

A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker's Compensation and Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability) including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Complete Operations	\$500,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions)	with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial) Automobile Policy:</u>	Combined Single Limit/ \$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:
Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:

(a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

(b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

REFERENCES

Using the format outlined below, please provide three current client references and three former client references for which you provided the same services. References should be based on the office that shall be providing services to THE CITY. Please include at least one hospital in current and former client reference (if possible).

Current Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Current Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

Former Client Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

Former Client Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

Former Client Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Number of enrolled employees at date of termination:	
Description of services provided:	Reason for termination:

PROPOSAL EVALUATION

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offerer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address, and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposers own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

- | | |
|--|-----|
| 1. Capability & Capacity to Perform the Services for the Project
Including respondent's financial resources to perform the work
(i.e. AM Best, etc.) References and Experience with Similar Clients. | 25% |
| 2. Scope of Services and Integration of Plan Functions
To include reporting requirements and provider disruptions
And demonstrated ability to meet the City's objectives | 25% |
| 3. Administrative costs, network discounts, credits to City,
multi-year rate guarantees, cost containment strategies | 25% |
| 4. Clinic Integration with Employee Clinic and
Wellness Initiatives | 10% |
| 5. Overall Health Population Management | 15% |

Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Would you be willing to negotiate with one of your network pharmacies to locate one of their dispensaries in out employer-paid medical center?

PROPOSAL INFORMATION

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE GENERAL STIPULATIONS AND CONDITIONS OF PROPOSAL SHALL CONTROL.

Objective: THE CITY of Mesquite is seeking requests for bids of Administrative Services Only (ASO) for Medical and Pharmacy Benefits.

THE CITY of Mesquite offers medical coverage to all active, full-time employees, as well as under age 65 retirees. There are approximately 960 active employees and 167 under age 65 retirees currently on the plan. The census is included as an attachment. Employees are eligible the first day of the month following date of hire.

Active employees are currently offered a dual option (HDHP with an HSA and EPO) self-funded medical plan including prescription drug coverage. Under age 65 retirees are offered an HDHP plan with an HSA. BCBSTX is the current medical and pharmacy claims administrator and has been since 2016. 2018 SBCs are included as attachments (2018 booklets are not available yet). For additional information, please see the attached 2018 OE Guide and 2018 OE Guide - retirees.

Stop Loss coverage is provided by Berkley *but is not out to bid at this time.*

QUOTING INSTRUCTIONS

The information contained in these specifications is confidential and is to be used only in connection with preparing an RFP response for the following:

THE CITY is requesting quotes for the following:

Administrative Services Only (ASO) for Medical and Pharmacy Benefits

- For Medical ASO, an Administrator that owns their own network or provides a Cost Plus Model
- For Pharmacy, an Administrator that owns their own rebate contracts

Option 1) Please match the current HDHP & EPO plan designs found in the attachments.

Option 2) Provide alternative ideas to help minimize costs (i.e. Exchanges, Alternative Networks, etc.)

The tentative timeline for specifications is noted below and followed by the detailed requirements.

Bid Issue/First Advertisement:	March 29, 2018
Second Advertisement:	April 5, 2018
Question Period Deadline	April 9, 2018
Due Date:	<u>April 19, 2018</u>
Notification of Finalist:	<u>May, 2018</u>
If Chosen, Potential Finalist Meetings	<u>May, 2018</u>
Tentative Approval:	<u>June, 2018</u>
Contract/Services Effective:	<u>January 1, 2019</u>

Please note as part of the evaluation process, you will be required to complete a re-pricing and disruption analysis. A detailed claim re-pricing file will be required using the format requested. You will be notified by McGriff, Seibels & Williams of the re-pricing details, format, and deadlines.

REQUIRED VENDOR INFORMATION – Medical & Pharmacy

1. Organization

Please provide an organizational chart for the proposed account manager and service team assigned to THE CITY. Please attach the following information for each team member:

- a. Biography
- b. Primary responsibility on this account
- c. Years of experience in managed care/insurance
- d. Years with the company
- e. Proposed percent of time dedicated to this account (based on a 40 hour work week)
- f. Contact information (title, phone, fax, address, e-mail)
- g. Pledge to notify the City of any changes to the account management team prior to implementation.

2. Financial

- a. Copy of your most recent annual report and the annual reports of your parent company.
- b. Provide most recent A.M. Best, Standard & Poor's, Weiss, and Moody's rating (if applicable). If no rating, please explain.

3. Contracts

- a. Vendors shall list specific services included in the pricing.

4. Implementation Timetable and Materials

- a. Detailed implementation timetable, including an outline of the activities you expect to be performed prior to the stated effective date, completion dates, and the individuals or groups who shall have major responsibility for each activity, including:
 - Contracts completed
 - Customer service toll-free phone line operational
 - Electronic access established with THE CITY
 - Program operational and ready to deliver benefits to members
 - Summary Plan Documents
 - Welcome packets

5. Provide all necessary plan documents including, but not limited to supplying information and enrollment booklets and prepare all required enrollment materials.

6. Provide all descriptive literature/enrollment materials, in both hard copy and electronic copy forms.

7. Participate in meetings with eligible employees to orient and enroll employees.

8. Prepare Summary Plan Description for distribution to employees.

9. Process all enrollment materials and establish disbursement procedures as directed by THE CITY.

12. Provide a full claims file at least once a year at no cost.

13. Work directly with THE CITY to coordinate Wellness Activities with their Wellness Plan.

14. Indicate what wellness funding, promotion and/or education you are willing to provide The City.
15. Include separate Implementation Fee Credits.
16. Provide detailed stop loss reports directly to THE CITY'S stop loss provider.
17. Professional attitude towards claim exceptions. Need these to be handled routinely with no backlash.
18. Provide member education of all plans, options and other details.
19. A contact number that can be reached at all times for client support.
20. Provide a program that allows members to access lowest cost, network options (i.e. THE CITY currently uses Compass).

CONFIDENTIALITY AND OTHER CONDITIONS

Claims processing must be confidential and HIPAA compliant and no information shall be transmitted to THE CITY OF MESQUITE or any other party, except the employee, that indicates the nature or any claim without written authorization of the employee. Notwithstanding the foregoing, THE CITY OF MESQUITE or its designee shall have access to all records for the purpose of auditing reimbursements in the detection and prevention of fraud.

All data, documents, discussion or other information developed or received by the Plan Administrator in performance of above services are confidential and are not to be disclosed to any person except as authorized by THE CITY OF MESQUITE or as required by law.

VENDOR QUESTIONNAIRE (RESPOND WHERE APPLICABLE)

1. Please provide a brief history of your organization:
 - a. Is your company engaged in any discussions that might change its fundamental ownership structure within the next 24 months?
 - b. Is your company owned or controlled by another organization? If so, please describe this relationship.
2. Please describe any past (within the last 5 years) or pending litigation in which your company is currently involved.
3. Describe your business insurance coverage.
4. Please detail your disaster recovery plans.
5. Describe your Administration Services Contract:
 - a. Will you duplicate the current scope and level of benefits of the current contract, if necessary?
 - b. Please provide a specimen copy of your administrative services contract.

Claims Payment Process and Customer Service

6. Describe your claim payment services:
 - a. Where will claims be paid? (List all offices where medical claims will be processed.)
 - b. What is your average claim turn-around time?
 - c. Will you agree to process 98% of all submitted claims within 15 business days at a minimum of 98% overall accuracy?
 - d. Will you provide a Service Standards Agreement, which guarantees these timeframes?
 - e. Are you able to pay hospital/outpatient claims based on a percentage of the Medicare reimbursement rate? Yes/No?
 - f. Please describe your process for handling out-of-network claims including negotiating discounts with providers, RAP networks used, determination of UCR rates, etc.

- g. Will a designated claims examiner process all of the City's claims?
 - i. If yes, can a participant or the City Human Resource Department speak directly to the claims examiner for questions related to the payment of a claim?
 - ii. If no, how many different claims examiners will process the City's claims?

Describe the process of appeal for a contested claim.

- h. Please provide a sample explanation of benefits (EOB) and check.
- i. Will you agree to allow a third party to conduct an on-site claims audit?
- j. When was your last third party claims audit performed?
- k. Please provide a summary of the audit report resulting from the last third party claims audit.
- l. Describe the procedures used for subrogation investigation.
- m. Describe the procedures used for coordination of benefits (COB) and provide an estimated COB savings target.

7. Please describe participant customer service options:

- a. Is a toll-free number available for participants to contact?
- b. If so, what are the hours of operation?
- c. What are the average hold time, call resolution time, and the abandonment rate?
- d. Describe your call tracking system capabilities.
- e. What online access do participants have for accessing claims information, printing duplicate EOB's, reviewing benefits information, etc.?
- f. Do you have online customer service? If so, what is the turnaround time for e-mailed customer service requests?
- g. Will you provide a designated local contact for the City's account?
- h. What languages are available for customer service?
- i. Do providers have a separate customer service queue? If so, what is the average hold time, call resolution time, and call abandonment rate?

8. Please describe the administrative client customer service options:

- a. Will you provide a designated local contact for The City's account?
- b. Describe the client services team that would be assigned to this account.
- c. What online services are available to the client for administration of the plan?
- d. What options do you have for receiving eligibility?

- e. Do you offer online ad hoc reporting capabilities? Are there additional fees for special, requested reporting?
 - f. Please provide specimen monthly, quarterly and annual reports.
 - g. Will you provide a contact to answer legal questions and explain changes in benefits required by the government?
 - h. Do you make recommendations for benefit plan design changes?
 - i. Describe your COBRA/HIPAA administration services.
 - j. Describe experience in coordinating with Preferred Provider Organizations (PPOs). Include a PPO Network(s) Directory for Kaufman, Dallas, Hunt and Collin Counties.
9. In the event of contract termination, what is your process and cost for services related to the payment of run-out claims?
10. Please provide an implementation timeline that you propose to meet The City's 01/01/2019 effective date.
11. What enrollment options does your company offer? What costs are associated with these options?
12. Are you willing to provide a representative onsite for open enrollment meetings? What is the cost for this service?

Network (MEDICAL)

13. What percentage of membership utilizes your designated network? Explain how your designated network is promoted to members.
14. How do providers qualify for your designated network?
15. Are you anticipating any material changes in network size (for either hospitals or providers) in the network area serving the City during the next 12 months? ____YES ____NO
16. What is your standard process and advance notification timeframe to notify THE CITY and its subscribers of network changes?
17. Describe your transition process for handling patients that are currently receiving care in a non-network hospital as well as those currently receiving outpatient services at time of contract implementations.
18. Are any parts of your networks leased? ____YES ____NO
If yes, identify owner of the network and the geographic service area.
19. Is your designated network separate or a subset of your larger network?

Medical Management/Hospital Pre-Certification and Large Case Management

20. Briefly describe your case management and utilization review functions. Provide an estimate of savings associated with these programs.
21. Describe the process and criteria for identifying subscribers in need of large case management, including those with large outpatient expenses without having an inpatient stay.

22. Do your care management services include daily on site nurses at major hospitals in the DFW Metroplex?
23. If so, how many nurses are in this program?
24. Does your care management system include real-time integration of all patient interactions such as on-site nursing, care management, 24/7 Nurseline, mental health services, retail and mail-order pharmacy prescription fill activity, pre-adjudicated claim activity, and receipt of lab values from your nationally contracted lab vendor?
25. Please provide specific/detailed cost management programs you are able to provide to the City at no cost or at additional cost.

Centers of Excellence

26. Does the Contractor have a network of “Centers of Excellence”? If so, describe how facilities are selected.
_____ YES _____ NO
27. Define experimental treatment and the process for evaluating new treatments.
28. What is the policy on experimental and catastrophic procedures such as organ or tissue transplants and new technologies?
29. Describe the selection criteria or prior authorization process to gain access to the centers.
30. Describe how case management is provided for subscribers who access Centers of Excellence (i.e., are they handled in a unit separate from other catastrophic cases)?
31. Will there be any changes in the coming year to your current Centers of Excellence arrangements? _____ YES _____ NO
If yes, please describe.
32. List all conditions for which a Centers of Excellence is available.
33. Are there any additional fees for access to any of the Centers of Excellence?

Disease Management

34. Describe your Disease Management program, tools, and resources.
35. Is the program able to work with an outside Pharmacy Benefit Manager (PBM)?
36. Describe your efforts to encourage prevention and treatment for disease management programs within the subscriber population (such as diabetes, cardiac, mental health, other).
37. Describe your process for identifying subscribers in need of disease management.
38. Describe your savings, both gross and net, including savings per subscriber per month.

Submit examples of: Brochures, etc. provided to subscribers for education and implementation, and management reports that illustrate net cost savings over time.

Wellness Programs

39. List and describe the support for wellness programs, health fairs, and educational programs the Contractor has available for the City: At no additional cost or at an additional cost?

- 40. Describe the type of communication material provided and successful methods used to promote your wellness programs to subscribers.
- 41. What type of incentive approaches do you support or recommend?
- 42. What distinguishes your wellness program from others in the industry?
- 43. Does the vendor provide access to a Wellness Coordinator? If so, please provide resume and how much time is allocated to the City.

NurseLine & Patient Engagement

- 44. Is a nurse advisory toll free number available? Is there any associated cost? What are the hours of operations?
- 45. Provide your definition of patient engagement? Explain how your levels of engagement are changing behavior. What percent of your engagement activity is telephonic versus mail based?
- 46. What Telemedicine options will you offer the City and at what cost? What are the hours of operations?

Clinic Arrangement

- 47. The City has an onsite employee clinic that offers low cost primary care medical services to the subscribers. The City is looking for a partner that can interface with the clinic on a claims, pharmacy, wellness, and disease management basis.
- 48. Can your company accept “dummy” claims from the City’s employee clinic to help track overall savings?
- 49. Can you incorporate data collected at the clinic (including lab results) into your disease management, case management and data management systems?
- 50. How will you work with the City’s employee clinic to help identify and refer participants to your disease management programs?
- 51. Describe in detail (including any additional costs) any innovative programs you offer that will support or enhance the clinic.

Online Tools and Resources

- 52. Describe your online tools and resources available to members.
- 53. Outline wellness related tools and resources.
- 54. Outline Educational tools and resources.
- 55. Outline cost savings tools and resources.

Banking Arrangements

- 56. Checks must be issued on the carrier’s check stock.
- 57. Do you require a minimum balance to be maintained or can THE CITY use a zero balance account?

Stop Loss Integration

- 58. Is your system set up to automatically pend stop loss claims, so an audit can be performed prior to issuing the check? What is the turnaround time for this to happen?
- 59. Please describe the stop loss filing process that will be used for THE CITY.
- 60. If pharmacy benefits are provided through a third-party, are you able to integrate medical and pharmacy cost data into one combined summary to provide to the stop loss carrier?

HIPAA (Medical and Pharmacy)

- 61. Is your business fully compliant with HIPAA Privacy and Security standards (including all requirements of HITECH)?
- 62. Please outline training you provide to your staff relative to their role in compliance with HIPAA privacy and security, and methods you have in place for ensuring compliance in daily operations.
- 63. Are you willing to pay any fines the client may be assessed because of inability to comply with HIPAA?
- 64. Does your system support on-line, real time, EDI eligibility inquiries? If yes, how do you maintain security and access?
- 66. Does your system support a secure e-mail system?

PHARMACY QUESTIONS

- 67. What options do you have for receiving eligibility?
- 68. Do you offer online ad hoc reporting capabilities?
- 69. Please provide specimen monthly, quarterly and annual reports.
- 70. Is there any case management to help avoid over utilization at different pharmacies, etc.?
- 71. Do you make recommendations for pharmacy benefit plan design changes?
- 73. Please describe your retail pharmacy network including its relationship to you (e.g. owned or leased)?
- 74. Is the PBM owned by a pharmacy manufacturer, if so who?
- 75. Do you receive any additional sources of revenue from drug manufacturers?
- 76. List the top-five manufacturers that you receive the most revenue from.
- 77. Please confirm that the pharmacy program covers prescription drugs prescribed by any licensed health care provider, including a dentist.
- 78. Which nationally recognized pharmacies are in your network and what is their contracting arrangement? Do you have smaller/performance networks that provide a lower cost? If so, please describe?
- 79. Does the pharmacy plan proposed use a formulary or preferred-drug list? If so, how do you determine what drugs are on the formulary or preferred drug list? How often do you update your formulary?

80. Does your system allow for OTC drugs through the pharmacy benefit with a prescription?
81. What quantity is Average Wholesale Price (AWP) based on for mail order?
82. How are manufacturer rebates handled? Will The City share in the rebates? If so, what percentage?
83. If a formulary is proposed, what are the average savings a group the size and composition of The City might expect? Can this formulary be modified?
84. Describe your process for notifying effected members of formulary changes. How do you assist members with finding an alternate medication if available?
85. Describe your process for implementing a new formulary with a new client. Are you able to grandfather certain drugs? If so, for how long?
86. What additional cost management options will you provide the City at no cost or at an additional cost?
87. What is the process for an over-ride or an exception?
88. Do you offer a mail order prescription drug program? If so, do you own your mail order facility? Where is the mail order facility located that will be servicing the City's account?
89. What is the average turnaround time and accuracy rate for all mail order prescriptions?
90. Can mail order prescriptions be ordered on-line?
91. Describe how AWP is calculated for mail order.
92. Identify any postage, freight, and/or handling charges to the City, or the member, for mail order prescriptions.
93. Describe your protocols for "lost" delivery resolution.
94. Is mail order limited to "maintenance drugs" only?
95. Describe your protocols for processing and shipping controlled substances through mail order.
96. Do you offer alternatives in the pharmacy program (i.e. step therapy or mandatory generic) that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
97. Is MAC offered at Mail?
98. Please explain your Drug Utilization Review process for these programs:
 - a) Prospective
 - b) Concurrent
 - c) Retrospective
99. You may be requested to attend annual open enrollments to help educate our employees in the best way to access services from the PBM. Would this present a problem?
100. Please describe how average wholesale price is calculated.

101. Describe your programs to manage drug utilization, identify potential abuse patterns by members, assess over-prescribing physicians, and identify potential fraud by dispenser and/or members.
102. Describe how you identify, prevent, track, and report drug therapy conflicts which may have an imminent patient health risk.
103. Describe your online tools and resources available to members.

ASO Rate Quote:

	Proposed Cost PEPM
Claims Administration	
Network Access Fee	
Pre-Certification	
Disease Management	
Wellness	
Miscellaneous Fees (3 rd party stop loss integration)	
Total Administrative Fees	

Multi-year Fee Guarantee

PY 2019 Yes () No ()
 PY 2020 Yes () No ()
 PY 2021 Yes () No ()

If yes, please provide the formula or maximum increase guarantee for each year

PY 2020 _____
 PY 2021 _____

Annual Total Administration Fees				
Benefit	Participants (a)	Proposed Fee (b)	Monthly Fee (c)=(a x b)	Annual Fee (c x 12)
Medical	1,127			

Additional ASO Fees:

Set-Up: _____

COBRA/HIPAA: _____

3rd Party PBM: _____

Other: Describe ANY additional cost(s) NOT included in any of the proposed fees: _____

Credits: Describe ANY Credits (Wellness, Implementation, Reporting): _____

If your proposal differs in **any way** from what is specified herein, please indicate any/all differences. Otherwise, it will be assumed that your proposal conforms to these specifications in every respect.

Prescription Drug Pricing-

	PROPOSED
Administrative fee for electronic claims	
Administrative fee for paper claims	
	Retail
Brand Discount off AWP	
MAC generic discount off AWP	
Non-MAC generic discount off AWP	
Brand dispensing fee	
Generic dispensing fee	
	Mail Order
Brand Discount off AWP	
MAC generic discount off AWP	
Non-MAC generic discount off AWP	
Brand dispensing fee	
Generic dispensing fee	

Multi-year Fee Guarantee

PY 2019	Yes ()	No ()
PY 2020	Yes ()	No ()
PY 2021	Yes ()	No ()

If yes, please provide the formula or maximum increase guarantee for each year

PY 2020	_____
PY 2021	_____

Estimated Rebate Amount:

PY 2019	_____
PY 2020	_____
PY 2021	_____

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via fax or e-mail to purchasing@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

List of Attachments:

Current Eligible Employee Census – Attachment 1

Recent Claims Experience – Attachment 2

Current SBCs

- Active Employees – Attachment 3 & 4
- Under Age 65 Retirees – Attachment 5

2017 BCBS Plan Documents – Attachments 6, 7, 8

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- ◆ meet delivery or completion schedules
- ◆ otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

ADMINISTRATIVE SERVICES ONLY (ASO) FOR MEDICAL AND PHARMACY BENEFITS

and with full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that _____ and its response complies with these
specifications.
(Name of Organization)

Signature

Type/Print Name

Title

Date

NOTICE

The following blank spaces in the contract are not to be filled in by the Respondent at the time of submitting his response. The contract form is submitted at this time to familiarize the Respondent with the form of contract, which the successful Respondent will be required to execute.

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the ___ day of _____, 2018 by and between the **City of Mesquite**, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and _____, a _____, located at _____, (hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

RFP 2018-070 ADMINISTRATIVE SERVICES ONLY (ASO) FOR MEDICAL AND PHARMACY BENEFITS

for the bid sum of _____ **Dollars** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, COMPANY'S bid, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VI. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents, and employees, from and against liability for any claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs and expenses arising out of or resulting from COMPANY's goods and/or services provided in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such goods and/or services pursuant to this Contract or while on CITY's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such goods and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

VIII. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to CITY at the following address:

_____. Mailed notices shall be deemed to have been received three (3) days after mailing.

XI. COMPLIANCE WITH APPLICABLE LAWS

COMPANY shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by COMPANY of all benefits of this Contract; (ii) the retainage by CITY of all services performed by COMPANY; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this Contract.

XII. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XIII. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE
(CITY)

(COMPANY)

By: _____
Cliff Keheley, City Manager

By: _____

Printed Name: _____

ATTEST:

Printed Title: _____

By: _____
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of _____: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ and acknowledged to me that (s) he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of _____, 2018.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

Notary Public in and for the State of Texas