



**REQUEST FOR PROPOSAL
RFP #1819-44
PHARMACY BENEFIT MANAGER**

I. DEFINITIONS

Respondent means the person or entity that submits a Submittal in response to this RFP.

Proposal means the documents required to be submitted under Section II (a).

II. SUBMITTAL

Documents must be submitted as follows:

A. At least one (1) complete original, two (2) complete copies and one (1) complete electronic version of the following documents must be submitted to the City of Longview.

1. Proposal;
2. Vendor Acknowledgement
3. Respondent's Information Form;
4. Conflict of Interest Questionnaire.

B. The Proposal must be completed in ink or be typewritten.

C. The Proposal must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with the RFP Number and Name, as shown on the first page of this document, the Respondent's name and mailing address, and the date of the proposal deadline.

D. The Proposals may be: **HAND DELIVERED OR
MAILED VIA FEDEX / UPS IF MAILING VIA USPS:**

<u>Physical Address</u>	<u>Mailing Address</u>
City of Longview Purchasing Manager – Jaye Latch 300 W. Cotton Street Longview, TX 75601 (903) 237-1324	City of Longview Purchasing Manager – Jaye Latch P.O. Box 1952 Longview, TX 75606 (903) 237-1324

FACSIMILE OR EMAILED TRANSMITTALS WILL NOT BE ACCEPTED.

E. Proposals will be received on or before **2:00 p.m. Thursday, June 6, 2019**. Proposals received after the Proposal date and time will not be considered.

III. ADDITIONAL INSTRUCTIONS AND INFORMATION

A. If a Respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFP or other related document, the Respondent should immediately notify the Office of the city's Consultant: HUB INTERNATIONAL, Attn: Charlotte Starks at charlotte.starks@hubinternational.com on or before 5:00 p.m. on May 20, 2019.

B. A Respondent may withdraw a Proposal by giving the Purchasing Office and HUB INTERNATIONAL written notice of the withdrawal before the Proposal deadline. If a Respondent submits written notice of the withdrawal after the Proposal deadline, a Respondent must receive the City's written consent to withdraw a Proposal.

C. Proposals received in response to this RFP will be reviewed and evaluated by City staff and HUB INTERNATIONAL.

D. Additional documents, amendments, and addendums relating to this RFP are available at the City of Longview's Purchasing Manager Office and on the City's website: <https://LongviewTexas.gov/Bids>.

E. Questions regarding this bid must be received by HUB INTERNATIONAL, no later than **5:00 P.M., May 20, 2019. Questions will not be accepted after this time.**

If you have any questions, please contact:

HUB INTERNATIONAL
Charlotte Starks
Manager of Public Sector Marketing
Charlotte.starks@hubinternational.com

Vendors shall not contact members of the City staff with respect to this Request for Proposal (RFP) or the selection process. Contact with any personnel of the City, regarding this Request for Proposal may be grounds for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Respondent or the Respondent's receipt of any answers, addenda, or amendments placed on that website.



REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal.



SEALED RFP ● DO NOT OPEN

PHARMACY BENEFIT MANAGER

BID No. 1819-44

BID OPENING: JUNE 6, 2019 @ 2:00 P.M.

For Information Contact:

**Jaye Latch
(903) 237-1324**

purchasing@longviewtexas.gov

Company Name:

Contact Name:

Telephone Number:

Bids must be addressed to:

**Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or**

**Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601**

IV. GENERAL INSTRUCTIONS

The City of Longview will receive Proposals for: PHARMACY BENEFIT MANAGER

IT IS UNDERSTOOD that the City of Longview Health Plan Board of Trustees reserves the right to reject any or all proposals for any or all products and/or services covered in this request for proposal and to waive informalities of defects in such proposals. Proposals must be valid for ninety (90) days after opening. The anticipated award(s) will be made in August for Pharmacy Benefit Manager.

TO PROVIDE FOR: A contract commencing on the latest date executed by both parties and continuing for a three-year contract with two one-year renewal options with caps, or a two-year contract with options for three one-year renewals with caps, or a one-year contract with options for four one-year renewal options with caps will be considered. **If it is the respondent's intent to increase rates at the renewal date, the City must be notified of the maximum increase for each renewal period and the basis for calculating the increase.** The City must be notified of renewal rates at least 120 days prior to the effective date of the rate change.

Proposals must be submitted on the pricing forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the Respondent in a contract** and marked clearly on the outside as indicated in this RFP. Respondents should carefully examine all terms, conditions, specifications and related documents. Should a respondent find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, HUB INTERNATIONAL, should be notified by **5:00 p.m. May 20, 2019** for clarification prior to submitting the proposal. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Longview and HUB INTERNATIONAL interpretation shall govern.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Longview to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of service or products or to meet a pre-established standard of quality. Respondents may offer items of equal quality and the burden of proof of such quality rests with them. The City of Longview shall act as sole judge in determining quality and acceptability of products offered.

TAX EXEMPTION: The City is not liable to Respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the Respondent.

EVALUATION FACTORS: Evaluation factors outlined in the RFP shall be applied to all eligible, responsive Respondents in comparing proposals. Award of a contract may be made without discussion to one of the Respondents submitting a proposal after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

EVALUATION COMMITTEE: Proposals received in response to this RFP will be reviewed and evaluated by City staff and HUB INTERNATIONAL.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: After receipt of the proposals, City of Longview and HUB INTERNATIONAL will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, The City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Longview will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to response to this RFP.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Longview Purchasing Office and HUB INTERNATIONAL, . Addenda will be available to all who are known to have received a copy of this RFP. Addenda can be found on the City of Longview Website: <https://LongviewTexas.gov/Bids>. It is the responsibility of the proposer to obtain a copy off all addenda pertaining to this RFP. Addenda may also be obtained by calling the City of Longview purchasing office at 903-237-1324. Respondents shall acknowledge receipt of all addenda on the Certification/Addenda Acknowledgement form found in this document.

LATE PROPOSALS: Proposals received in the City after the submission deadline will be considered void and unacceptable. City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the Purchasing Manager's office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

REJECTION OF PROPOSALS: The Health Plan Board of Trustees may choose to reject all proposals and not award any contract.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to one hundred fifty (150) days following the date specified for the opening of proposals. The anticipated award(s) will be made around August for Pharmacy Benefit Manager.

MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or Respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: If City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the Respondent.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Gregg County, Texas.

V. OTHER TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business

arrangement with any employee, official or agent of City of Longview. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Longview, including affiliations and business and financial relationships such persons may have with City of Longview officers.

By doing business or seeking to do business with the City of Longview, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each proposal.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS:

Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL - Chapter 2270

of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

DELIVERY: Any delivery and freight charges (FOB City of Longview designated location) are to be included in the proposal price.

PACKING SLIPS: or other suitable shipping documents shall accompany each shipment and shall show:

1. Respondent company name and address;
2. Name and address of the City of Longview department the shipment is being made to;
3. Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES: submitted for payment shall be addressed to:

City of Longview
P.O. Box 1952
Longview, Texas 75606

Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been

fulfilled.

WARRANTY: Successful Respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful Respondent agrees to protect City of Longview from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Longview reserves the right to terminate the contract immediately in the event the successful Respondent:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Longview may have in law or equity. Respondent, in submitting this proposal, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City declares the Respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing 30 days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful Respondent by City of Longview shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Longview.

OVERVIEW

Client: City of Longview
Industry: Municipality
Group to be Covered: All Eligible Employees working 30 hours per week
Pre-65

Size: 769 Active Employees
144 Pre-65 Retirees
0 COBRA

Location: 140 E. Tyler, Suite 400
Longview, TX 75601

Coverages to Bid: Pharmacy Benefit Manager

Commission: ***NET OF COMMISSIONS***

Timetable: Release of Request For Proposal 5/9/2019
Deadline for Questions 5/20/2019 5:00 PM
Final Addenda 5/23/2019
Proposal Deadline 6/6/2019 2:00 PM
New Coverage Effective 10/1/2019

Direct All Questions To: **HUB INTERNATIONAL**
Charlotte Starks
Manager of Public Sector Marketing
Charlotte.starks@hubinternational.com

Comments: The City of Longview is requesting competitive Pharmacy Benefit Manager bids for the 10/1/2019 effective date. The current administrator is UMR and the current Network will remain Choice Plus. The City maintains an Organ Transplant policy with Tokio Marine(AIG).

ASSUMPTIONS AND EXPECTATIONS

Assumptions are as follows:

1. The proposal is to be based on the proposed plan of benefits.
2. The quote is to be based upon the census provided in the RFP.
3. All participants enrolled in the Employee Benefits Plan as of September 30, 2019 are to receive immediate coverage under the new plan. All health services incurred on or after October 1, 2019, for currently enrolled participants are to be eligible expenses. The City's enrollment records are to be the basis for "take-over."
4. Credit is to be given for accumulated deductible and coinsurance.
5. All Respondent proposal offerings will comply with the Patient Protection and Affordability Care Act.
6. Coverage for employees (full time) becomes effective the 61st of employment. Medical terminates at the end of the month in which the employees separates from employment. Retirees are eligible for continued coverage up to Medicare eligibility, provided they were enrolled in benefits the day preceding the date of retirement.
7. This RFP is for a three-year contract. A two-year contract with a one-year renewal with caps or a one-year contract with options for two one-year renewals with caps will be considered. **If it is the respondent's intent to increase rates at the renewal date, the City must be notified of the maximum increase for each renewal period and the basis for calculating the increase.** The City must be notified of renewal rates at least 120 days prior to the effective date of the rate change.

COVERAGE / FUNDING MATRIX

COVERAGE	Current or requested	Current Carrier	Contributory	Non-Contributory	Funding	Retiree Coverage
Pharmacy Benefit Manager	Current	WellDyne	N/A	Yes	Partial Self-Funded	Pre-65/Unblended

VENDOR SELECTION CRITERIA OVERVIEW

Selection Criteria:

In addition to cost, the City of Longview is looking for a carrier or vendor who can provide a high level of service and whose products hold with long-term cost containment goals.

Length:

3 Years

Option I: 3 - Year rate guarantee with a rate increase caps for years 4 and 5.

Option II: 2 - Year rate guarantee with a rate increase caps for years 3, 4, and 5.

Option III: 1 - Year rate guarantee with rate increase caps for years 2, 3, 4 and 5.

VENDOR SELECTION CRITERIA

(Pharmacy Benefit Manager)

The objective of the evaluation for proposals will be to select the provider whose proposal is most responsive to the City's relating importance, price, and other factors considered:

1. Cost (50%)

- a) Fixed Costs: includes insurance costs and administrative costs
- b) Variable Costs: costs stated as a percentage of paid claims, cost management (i.e., shifting of more/less workload to City staff)
- c) Ability to reduce claims expense
- d) Cost of Pharmacy Benefit Manager integration with current third party administrator

2. Financial Stability (30%)

- a) Financial Stability (AM Best or Equivalent Agency Rating)

3. Claims Processing (10%)

- a) Turnaround time excluding medical review of claims
- b) Pended claims procedures
- c) Statistical accuracy
- d) General service procedures
- e) Dedicated service team
- f) Willingness to contractually establish performance criteria

4. Past Performance (10%)

- a) Active and terminated reference
- b) Past relationship with client
- c) Recognitions / reputation of proposer

CITY OF LONGVIEW
CURRENT BENEFITS

CITY OF LONGVIEW
MEDICAL PLAN OF BENEFITS

BENEFITS - UMR		Standard Plan	HSA Plan
Deductible (Embedded)	Network	\$1,500 Individual / \$4,500 Family	\$2,700 Individual / \$5,400 Family
	Non-Network	n/a	n/a
Out-of-Pocket Maximum	Network	Includes Deductible, Coinsurance, RX Copays \$4,700 Individual / \$14,100 Family	Includes Deductible, Coinsurance, RX Copays \$6,650 Individual / \$13,300 Family
	Non-Network	n/a	n/a
Co-insurance	Network	80%	80%
	Non-Network	n/a	n/a
Lifetime Maximum		Unlimited	Unlimited
		You Pay	You Pay
Office/Specialist Visit	Network	Deductible/20%	Deductible/20%
	Non-Network	n/a	n/a
City Health Clinic		No Fee	\$25.00 / Visit
Wellness Visit	Network	100% Covered	100% Covered
	Non-Network	n/a	n/a
In-Patient & Out-Patient Hospital	Network	Deductible/20%	Deductible/20%
	Non-Network	n/a	n/a
Urgent Care	Network	Deductible/20%	Deductible/20%
	Non-Network	n/a	n/a
Emergency Room	Network	True Emergency - \$200 Copay, Deductible / 20% Copay waived if admitted within 24 hours	True Emergency – Deductible / 20%
	Non-Network	Same as In-Network	Same as In-Network
Prescriptions Generic / Brand / Non-Formulary/Specialty		\$6.50/\$25/\$75/ 10% of negotiated charge, not to exceed \$185	Except for Preventive List at 0% Deductible, then \$6.50/\$25/\$75 10% of negotiated charge, not to exceed \$185
Mail Order (90 Days)		Mandatory Mail or Retail 90 \$16.25/ \$62.50/ \$187.50/ Not Covered	Mandatory Mail or Retail 90 Except for Preventive List at 0% Deductible, then \$13 / \$50 / \$150 / Not Covered
Network Website www.umar.com		UHC – Choice Plus	UHC – Choice Plus

NOTE: This is a brief summary and not intended to be a contract.

CITY OF LONGVIEW
RATE HISTORY

CITY OF LONGVIEW
RATE HISTORY

PHARMACY BENEFIT MANAGER FEES:

Pharmacy Benefit Manager	WellDyneRX
Start Up Costs	n/a
Administration Fee	\$0.00
Dispensing Fee	
Retail	\$1.25
Mail Order	\$0.00
Average Drug Costs	
Brand Retail	AWP - 18.50%
Brand Retail 90	n/a
Brand Mail	AWP - 26.00%
Generic Retail	AWP - 82.50%
Generic Retail 90	n/a
Generic Mail	AWP - 82.50%
Speciality	AWP - 17.00%
Claims Cost	
Electric	Included
Paper	\$2.50
Drug Utilization Review	Included
Prior Authorizations	
Non-Clinical	\$6.00/prescription
Clinical	\$37.00/prescription
Formulary Rebates (Minimum)	
Per Retail	\$43.45
Per Retail 90	\$144.80
Per Mail	\$445.15
Reporting	\$225 / Hour
Retail 90 Program	Yes
Pharmacy Discounts Guaranteed	Yes
Clinical Programs	
New to Market Drugs	No Fees
WellManaged Generics	No Fees
Well Managed Preferred Brands	No Fees
Standard PA	\$37/Script for clinical review
Specialty PA	\$37/Script for clinical review

SUBMISSION FORMS

**PLEASE COMPLETE SUBMISSION FORMS IN FULL
AND PROVIDE A COPY OF THE QUOTE**

SUBMISSION FORM
PHARMACY BENEFIT MANAGER

Pharmacy Benefit Manager	PROPOSED PBM NAME
Network	
Start Up Costs	
Administration Fee	Outline all Guarantees
PEPM Cost	
Dispensing Fee	Outline all Guarantees
Retail	
Mail Order	
Specialty	
Average Drug Costs (AWP Discounts)	Outline all Guarantees
Retail	
Generic	
Brand	
Mail Order	
Generic	
Retail	
Specialty	
Please outline Guarantees	
Claims Cost	Outline all Guarantees
Electronic	
Paper	
Proposed Formulary Rebates Guarantees	Outline All Guarantees
Brand Retail per Claim	
Brand Mail Order per Claim	
Other Costs	Outline All Guarantees
Drug Utilization Review	
ID Cards	
Card Distribution	
Integration Fees	
Other Fees (Please List)	
Projected Plan Costs	Use Repricing File
Projected Administration Fees	
Projected Dispensing Fees	
Projected Discounted Ingredient Cost	
Projected Annual Rebates Offsett	
Total Net Cost: (Total Cost Less Rebates)	
Outline any Guarantees	
Network	
Network Disruption	
% Provider Match	
% Claims Dollar Match	
Geo Access	
% of Members with 2 Providers in 10 Miles	

SUBMISSION FORM
PHARMACY BENEFIT MANAGER (CONTINUED)

Pharmacy Benefit Manager	PROPOSED PBM NAME
Formulary	
Formulary Disruption - Positive	% of Members
Formulary Disruption - Negative	% of Members
Formulary Disruption – Neutral	% of Members
Please submit detaild Formulary Disruption Analysis with response	Yes / No
Other Programs	Please outline available programs, projected savings, and if there is any additional fees if the City elected.
90 Day Retail Option	
Narrow Network Alternative	Complete Disruption, network repricing analysis and present expected savings for alternative networks.
Exclusive Mail Program	
Mandatory Specialty Pharmacy	
High Performance / Evidenced Based Formulary	
Fraud, Waste and Abuse	
Opioid Management	
Coupon Solutions	
Compound Management	
Preventive Drug List	Provide List in Proposal
Carrier Integration	As applicable, please provide a list of Carriers who you integrate with.
Clinical Programs	
New to Market Drugs	
Managed Generics	
Managed Preferred Brands	
Standard Prior Authorization	
Specialty Prior Authorization	
Other Programs (outline for consideration)	
Other Programs (outline for consideration)	

Signature

Questionnaire Pharmacy Benefit Manager

1. How will you interface with the current carrier to assure smooth implementation? What data will you need to affect implementation (transition files, PA, ST)? Please describe your minimum data requirements and include the ideal data-reporting format.
2. If the Client desires Rx ID card production by the PBM, please address the following:
 - 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)?
 - Can you produce combination medical/pharmacy cards?
 - What member communications accompany initial ID cards? Please provide examples.
 - Will you allow the client to have final review and sign off of ID cards?
 - What processes are available after implementation to request new, additional, or replacement cards?
3. Please describe the formulary and claims accuracy testing processes that occur during implementation?
After implementation?
4. Are there reports that the client can have access to that show the completion of test claims through the QA process? Please provide an example.
5. What is the turnaround time to resolve a formulary coding issue if it is discovered post implementation?
6. Complete the following table based on your current employer book of business.

	RETAIL	MAIL	SPECIALTY
Average # of Prescriptions administered/processed monthly			
Current # of Lives (employees, retirees and dependents)			

PBM Pricing

1. Are you quoting an overall Brand discount? If so, how is this discount calculated? Is the overall Brand discount guaranteed?
2. What is the average additional discount from U&C claims for your book-of-business?
3. Is the AWP discount quoted for brand retail claims the same as the network effective rate, and is it guaranteed?

4. What is the net effective brand discount across your network including U&C and \$0 claims?
5. If a discount from the Average Wholesale Price (AWP) is used in determining reimbursement level, from what source is the AWP determined?
 - Is the same AWP source used for all claims (i.e. retail vs. mail; generic vs. brand; brand vs. brand alternative)?
 - If not, explain exceptions. Does the Brand AWP discount quoted include U&C claims or \$0 claims?
 - If so, what is the guaranteed discount without inclusion of U&C and \$0 claims?
6. Does your organization offer alternative pricing such as:
 - Trend or PMPM guarantees? Is there a cap on the amount guaranteed? Please describe in detail.
 - 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?
 - Reference-based pricing? Please describe.
7. Please describe your MAC (Maximum Allowable Cost) pricing program.
 - How it was developed, how it is updated, and the frequency of updates.
 - Define criteria used for product inclusion and removal from your MAC list.
 - Define the MAC pricing calculation methodology used to determine the MAC price (i.e. average of all generics available)
 - How many generic drug NDCs are included? How many GPNs are included? Do these totals include OTC products? If so, identify the number of such products.
 - Total # of NDCs on your proposed MAC List _____
 - Total # of GPNs on your proposed MAC List _____
 - How many MAC pricing lists do you manage? Describe the differences between each list (content, pricing, etc.)
 - What client-specific criteria are used to define the MAC list which will be used for the Client?
 - What overall % off AWP does your MAC pricing generate? How do you calculate this figure? If you manage multiple MAC lists, what is the % off AWP range of all lists (lowest to highest)?
 - What percentage of your generic claims hit the MAC list for your total Book of Business? Will you provide a guarantee that a minimum percentage of generic claims will price at the MAC reimbursement method?
 - If selected as a finalist, will you share with the client the MAC list which includes a listing of drug specific discounts that will be implemented? Will you provide client with notification of all MAC list changes for the duration of the contract? If so, what is the process and timeframe for client notification?

PBM Claims Processing

1. How do you integrate the dispensing and adjudication process when mail order and retail are involved?

2. 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?
3. Do you use the entire 11-digit NDC submitted by the pharmacy to calculate AWP & client charges?
4. Can you accommodate assignment of benefits in the manual claims process?
5. How do you integrate the data from mail, network retail, non-network retail and manual retail claims? Is it real-time or retrospective? Please describe.
6. 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 months.
7. What are your system capabilities for out-of-area providers, deductibles, caps, and copayments? Please describe these in detail including associated timelines.

Mail Order Service

1. 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?
2. 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.
3. What is the current capacity of the facility that would be assigned to this client without staff and technology additions? What percentage of this capacity is currently unused?
4. What is your mail order accuracy and turnaround time for your entire Book of Business?
5. How often are member surveys sent out? Please provide the most recent results available for your entire book-of-business as well as facility-specific results?
6. Describe any programs in place or in development to encourage participants to use the mail service option (i.e., target letters, incentive coupons, and direct phone calls).
7. 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?
8. How do you alert a patient when a prior authorization is about to expire? How much advance notice is given to the patient?
9. Does your mail order facility make outbound calls to the physician if a prior authorization request is not returned in 24-48 hours? Please define your process in this situation.
10. What is the protocol for contacting the member/physician if incomplete information is supplied on a prescription?

11. Can your Mail Order facility archive &/or hold prescriptions for future filling? Please describe this process.
12. Do you provide compounding services at Mail Order?
13. Are formulary OTC products available at Mail Order? Describe process to ensure access.
14. Are there any State and/or Federal laws that prohibit your Mail Order facility from dispensing any medications (e.g., controlled substances)? If so please provide a list.
15. Are there any State/Federal laws that impact your Mail Order facility's ability to substitute and dispense generically available products to the Client's members according to Pharmacy Laws in the State of Texas? Please describe.
16. Does your organization permit physicians to fax non-controlled substance prescriptions to your facility?
17. Does your organization permit physicians to directly phone-in prescriptions to your facility?
18. 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?
19. 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.
20. 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.
21. If you outsource your mail order service, is the same MAC list and pricing applied at both retail and mail order?
22. What package size is your Mail Order AWP pricing based upon?
23. Do you buy in larger unit package sizes and reprice to a 100 unit AWP package size?
24. Does the pricing quoted reflect quantity/volume discounts achieved through repackaging?
25. Is the actual 11-digit NDC used for dispensation of the prescription used for AWP pricing purposes too?
26. What method of shipping is generally used?
27. How do you manage medications with special storage requirements (i.e. refrigeration) or temperature sensitivity?
28. • How are charges for member-requested expedited shipping handled?
 - a. How are charges for PBM expedited shipping handled?
 - b. Do you require signature receipt of orders? Please describe.
29. • What is your protocol for "lost" delivery resolution? Please describe in detail.

- a. Can you precisely track deliveries once orders leave your facility? Please describe capabilities.
 - b. If instructed to do so, can you ship directly to a physician's office?
30. 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?
 31. What is your policy regarding returned prescriptions? Do you repackage any returned prescriptions for dispensing to the same or a different patient? Please describe in detail.
 32. Do you use minimum co-pay logic at mail order? If so, please describe.
 33. Are Mail Order forms available in other languages? If so, please provide a list and examples.

PBM Formulary

1. Do you contract directly with the manufacturers, or is contracting out-sourced? If out-sourced, by whom, and when does your contract expire?
2. 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.
3. 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.
4. 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.
5. Please define what information, cost impact, and benefit design modeling you provide to clients involving the Rx products that change to OTC status (i.e. Claritin, Prilosec OTC).

PBM Rebates

1. Are any of your manufacturer rebate contracts bundled? Please list all manufacturers that have bundled contracts?
2. Do you notify clients of rebate contract changes that may impact them subsequent to program initiation? Please describe this process.
3. Would rebates paid be based on the Client claim volume or on an average derived from your entire book of business?
4. Are the rebates guaranteed? If not, is there a minimal guarantee?
5. What are your top-five manufacturer rebate relationships by total dollar volume?
6. When will this client's share of the rebates be paid?

- a) Are the rebates paid quarterly or annually? Please outline the schedule of rebate payments.
 - b) Will you include timeliness of rebate payment in your performance guarantees?
 - c) Will rebates accrued and owed survive contract termination?
7. Is the reconciliation detail, either at the manufacturer level or at the claim level, shared with the client?
 8. Please submit examples of the reports of rebate payment reconciliation.
 9. 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;
 - Please describe these additional revenue sources and what percentage of overall revenue is derived from this relationship?
 - Are there any formulary administrative fees received from manufacturers which are shared with the client?

PBM Drug Utilization Review and Clinical Programs

1. Please describe the steps taken when a potential adverse drug interaction is identified?
2. 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.
3. Please provide a detailed list of real-time utilization review elements at retail and mail. How are interventions managed? How are outcomes of interventions documented?
4. 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?
5. 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.
6. Explain the different prior authorization options available (i.e. automated, pharmacist-supported) and indicate the level of program flexibility for criteria customization.
7. Provide a flow chart illustrating how your prior authorization program works.
8. 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?

9. 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.
10. Describe your PBM’s ability to measure the impact of the following clinical interventions:

Intervention	Methodology for evaluating savings	Pricing Methodology (Included in base pricing, separate fee for service pricing and or a % savings approach)	Will you provide a guarantee of program effectiveness and cost savings (Y/N)
Retro DUR			
Prior Authorization			
Step Therapy			
Academic detailing			
Therapeutic Interchange			
Other clinical programs			

Provide your proposed list of drugs for prior authorization, quantity limitations and step therapy protocols. Are you able to grandfather current approved drugs from these limitations?

Name of Drug	Primary indications	Explain potential for misuse or abuse of drug	Brief description of drug usage guidelines

PBM Eligibility

1. What is your process when a request is received for prescriptions from someone who is ineligible, or is shown as terminated from the plan?
2. What options are available for receiving eligibility? Do you have mandatory eligibility requirements? Do you have preferred formats? Will you accept any format?
3. How often would you be willing to receive data?
4. 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).
5. 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.

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

PBM Management Reports

- Can you integrate medical, behavioral health, and pharmacy data if supplied by the Client? Please describe your capabilities in this area.
- If requested, will you generate prior-authorization reports that define denied PA's, approved PA's, % of total requests approved, and costs associated with these activities? Please define any resulting charges.
- 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.
- Describe any modeling capabilities that the Client could utilize to assist in future budgetary decisions.
- Describe any plan design / formulary modeling tools that will be available for use by Client.
- Provide an example of reports that will document the impact of clinical interventions.

Cost Management

- Please outline your demonstrated and proposed ability to implement unique and innovative cost containment solutions.
- Provide the following utilization statistics (for non-Medicare population):

	Texas
Number of drugs dispensed/1,000	
Average Generic Ingredient Cost	
Average Single Source Brand Ingredient Cost	
Average Multi Source Brand Ingredient Cost	
Average PMPM Total Ingredient Cost	

- Complete the chart below using average generic, single source brand and multi source brand ingredient cost increases for the last three years.

2016 _____%	2016 _____%	2016 _____%
2017 _____%	2017 _____%	2017 _____%
2018 _____%	2018 _____%	2018 _____%

DEVIATIONS FROM SPECIFICATIONS

1. Describe, in detail, any deviations from the specifications.

- Does your organization agree to the Specifications for Proposers as outlined in the RFP?

Yes _____ No _____

- Would you be willing to agree to a performance-based contract using these criteria? If so, please outline your proposed performance guarantees.

Yes _____ No _____

- Will your organization administer and/or underwrite the benefits as outlined in the "Proposed Benefit Plans" section?

Yes _____ No _____

Signature of Officer

REQUIRED FORMS

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, may result the bid being rejected.

1. Proposal Response
2. Bidder Certification and Addenda Acknowledgment
3. Bidder Information
4. Certification Regarding Debarment
5. Conflict of Interest Questionnaire (CIQ Form)

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE – TIME
1	RFP Advertised in local paper	May 2, 2019 & May 9, 2019
2	RFP Released to Market	May 2, 2019
3	RFP Posted to https://LongviewTexas.gov/Bids	May 2, 2019
4	Questions Deadline	May 14, 2019 5:00 pm
5	Questions Answered and Addendum posted	May 16, 2019 @ 5:00 p.m.
6	Proposals Due	May 30, 2019 @ 2:00 p.m.

RFP CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE PROPOSAL HAS BEEN SIGNED AND DATED.
- 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- 3. ADDENDUM (IF ANY) HAS BEEN ACKNOWLEDGED AND INCLUDED.
- 4. CIQ FORM AND CERTIFICATION REGARDING DEBARMENT COMPLETED
- 5. THE CORRECT NUMBER OF PROPOSAL COPIES ENCLOSED

CITY OF LONGVIEW

ONE (1) COMPLETE ORIGINAL

2 (2) COMPLETE COPIES

ONE (1) COMPLETE ELECTRONIC COPY WITH SUBMISSION

HUB INTERNATIONAL

ONE (1) COMPLETE COPY

- 6. COPY OF MOST RECENT ANNUAL REPORT/COMPANY FINANCIALS
- 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:
- 8. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
RESPONDENT’S NAME, ADDRESS, RFP NUMBER, TITLE, AND DUE DATE

HAND DELIVERED OR

MAILED VIA FEDEX / UPS

IF MAILING VIA USPS:

<u>Physical Address</u>	<u>Mailing Address</u>
City of Longview Purchasing Manager – Jaye Latch 300 W. Cotton Street Longview, TX 75601 (903) 237-1324	City of Longview Purchasing Manager – Jaye Latch P.O. Box 1952 Longview, TX 75606 (903) 237-1324

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum (if more than 1 is required) received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

AGENTS NAME: _____

AGENTS TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES: _____

CORPORATION: _____ PARTNERSHIP: _____ PROPRIETORSHIP: _____ L.L.C.: _____ L.L.P.: _____

YEAR EST: _____ NO. OF YEARS IN BUSINESS: _____ FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP: _____

PHONE NO.: _____

VENDOR REFERENCES

Please list three (3) current and three former references, **other than the City of Longview**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this RFP.

CURRENT - REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

CURRENT - REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

CURRENT - REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

CONTRACTOR INFORMATION

Name: _____

Address: _____

Principal Contact: _____

Tax ID Number: _____

Project Number: _____

Project Name: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the city of Longview, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under the laws of the State of Texas.

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Organization

Date Signed

State Contractor License No. (if any)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received 	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

1. I, _____, the undersigned representative of
(Person name)

(Company or Business name)

2. hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Longview.

Pursuant to Section 2270.001, Texas Government Code:

- 3. *“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*
- 4. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

ATTACHMENTS

Census
Repricing File
Formulary List