



REQUEST FOR PROPOSAL
City of Palestine, Texas

RFP DATA

Proposal Number: #2020-1001

Title: Request for Proposal for Fully-Insured, Self-Funded or
Level-Funded Medical and Prescription Drug Plan

Issue Date: June 1, 2020

REQUEST FOR PROPOSAL TO MARKET

Date: June 1, 2020

Distributed By: Rachel Means
Employee Benefits Consulting
2367 Oak Alley
Tyler TX 75703

PROPOSAL DUE

Date: July 1, 2020

Time: 2:00 PM

Location: Employee Benefits Consulting
ATTN: City of Palestine Medical & RX RFP Response
2367 Oak Alley
Tyler TX 75703

REQUEST FOR PROPOSAL CONTENTS

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SPECIFICATIONS REQUIREMENTS & INSTRUCTIONS

1. Important Dates:

RFP Issue Date:	June 1, 2020
Deadline for Questions:	June 15, 2020
RFP Due Date:	July 1, 2020
Coverage Date:	October 1, 2020

2. **Vendors requesting additional information:** Requests for additional information should be made no later than 5:00pm on June 15, 2020 and should be directed to Rachel Means via email at Rachel.Means@ebctx.com. All requested **MUST** be made in writing.

3. **Confidentiality:** Information contained within this RFP is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the benefit plans stipulated in this RFP.

4. **Proposal Review:** The City reserves the right to accept or reject, in part or in whole, any portion of the proposals, waive minor technicalities, and select the proposal which best serves the interest of the City. The City also reserves the right to waive or dispense with any of the formalities contained herein.

5. **Premium Costs:** All premium costs/fees related to the RFP must be clearly defined, and all deviations from the specifications must be clearly identified and explained.

The information contained in the RFP is believed to be accurate and up to date, but it is not intended to be an expressed or implied warranty. Requests for interpretation of the specifications should be directed to Rachel Means at Employee Benefits Consulting

6. **Legal Consideration:** All parties submitting proposals are expected to comply with all federal, state and local laws and regulations pertaining to the preparation of proposal and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with applicable laws.

7. **Carrier Information:** It is expected those submitting RFPs will provide full disclosure on the insurance carriers and carrier networks that will be used for each coverage requested. Failure to provide this information may result in disqualification or rejection of the RFP response.

8. **RFP Notification:** Parties who are selected to provide benefits coverage to the employees, based on the RFP submitted, will be notified by the City Council and/or the City's Benefit Consultant following thorough review.
9. **Limitations on Responses:** The City is only asking for responses directly from duly licensed Third Party Administrators and Carriers approved to do business in the State of Texas. Responses that include fees for any third-party brokers, agents, consultants or other personnel not currently directly in the employ of the Carrier or the Third Party Administrator will be rejected and not considered.
10. **Proposal Format:**
 - A. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Alternative proposals will also be considered, provided the alternatives are clearly explained. Exceptions or deviations from the specifications must be explicitly identified.
 - B. Those submitting proposals are responsible for the full costs associated with the preparation of the proposal.
 - C. Proposals may be withdrawn prior to the closing time for RFPs. Thereafter, all proposals shall remain open and valid for a period of 180 days of the effective date of the plan, whichever is latest.
 - D. Accuracy in the proposals submitted is essential. All parties are asked to proof proposals for compliance with all stipulations of the RFP and accurate number submitted.
11. **Disqualification and Rejection of Proposals:** Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specification will, in and of themselves, result in disqualification.
12. **Basis for Consideration:** The City will review all proposals for completeness based on the requirements in this RFP. Those found to be incomplete or fail to address the needs of the City will not be evaluated. Only those proposals that are complete, with all required documentation, will be evaluated. Respondents should initially submit their best offer. If an award is made, primary consideration will be given to the respondent's proposal deemed to be in the best interest of the City.
13. **Service Considerations:** The City will evaluate the proposals on factors other than cost, including level of benefits and provider network coverage area. After a preliminary evaluation of the technical criteria, the cost proposal will be included in the evaluation

process. Costs will be evaluated on an equal basis with the technical criteria, including level of benefits and provider network coverage area.

14. **Right to Reject:** Merely submitting a proposal does not warrant an expressed or implied Contract for the services proposed.
15. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed coverages.

CONTRACTUAL PROVISIONS FOR CONSIDERATION

The firm that enters into a Contract with the City of Palestine to provide services to the employees will be required to abide by the Contract provisions outlined here. Potential Contractors should consider the following carefully and it is assumed by submitting a proposal that these conditions will be acceptable and included in the final signed document.

1. **Handling of Claims and Customer Service:** The Contractor must agree to:
 - A. Deliver quality customer service to the City and its employees and follow all applicable regulations and industry standards. Any problems relating to servicing the Contract, the employees or the City with regard to billing procedures must be rectified immediately.
 - B. Submit separate invoices for payment as directed by the City. Invoices shall include the Contract/policy number and will be itemized in accordance with the components of the Contract. Payment will not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed.
 - C. Submit an overdue reminder notice. The City reserves the right to review all of the Contractor's invoices after payment and recover any overpayments discovered in such review.
2. **Continuity of Coverage:** All employees and dependents covered by the current plan are to receive immediate coverage under the new plan. Fair credit will be allowed for any part of deductibles, coinsurance, etc. satisfied prior to the October 1, 2020 effective date.
3. **Claims Experience Monitoring:** The Contractor shall provide monthly reports to both the City and the Benefits Consultant allowing for the monitoring of claims experience on a monthly basis.
4. **Contractor Insurance Coverage:** During the duration of any agreed Contract, the Contractor shall maintain, at its sole cost and expense, Professional E&O insurance with a minimum policy limit of \$1,000,000. The policy must name the City of Palestine as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

5. **Contractor Provision Requirement:** The Contract shall provide any necessary tools, equipment, supplies, materials, employees, management and other items or services necessary to provide full service to the Contract.
6. **Indemnity Clause:** By submitting a proposal and/or accepting an agreement for services, the Contractor will agree to hold harmless the City of Palestine, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to, or death of, any person, or for damage to any property arising out of, or in conjunction with, the work done by the Contractor, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the City.
7. **Expectations of the Contractor:** It is understood upon submission of a proposal that:
 - A. The Contractor shall not assign or sub-contract any of its rights, duties, or obligations under the Contract without prior written consent from the City. The Contractor shall be entitled to assign, pledge or encumber its rights to receive payments under this Contract pursuant to security interests based upon the Uniform Commercial Code, so long as the City shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of the agreed Contract. Any such assignment, pledge or encumbrance shall be limited by any rights to offset by the City for damages or claims arising under this Contract or any other obligations owed by the Contractor to the City.
 - B. At all times during the term of the Contract, the company awarded the Contract shall operate as an independent Contractor to the City and the Contractor shall not in any event be deemed an employee or the representative of the City, nor shall he/she hold themselves up as such.
8. **Contractor Employee Arrangements:** All employees of the Contractor shall at all times be considered an employee of the Contractor, and the Contractor will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the Contractor will be responsible at all times for the supervision and performance of their employees. All employees of the Contractor shall warrant that all employees are fully covered by workers compensation insurance and that each employee has been carefully screened as to character and fitness for the performance of the job being performed.
9. **Equal Opportunity:** It is expected during the performance of the Contract, all Contractor employees will be treated under the requirements of an Equal Employment

Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the Contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this Contract for which the services have not been performed.

10. **Advertising:** The Contractor awarded the Contract agrees not to advertise or publish, without the City's prior consent, the information related to the entry into a Contract, except as required to comply with requests for information from an authorized representative of the federal, state or local authority.
11. **Contract Amendments & Enforceability:** No amendments, modifications, or change to the provisions outlined here may be made absent from the written agreement of both parties. Further, the Contract awarded to the firm will be interpreted, construed and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competition jurisdiction in Palestine, Texas or Anderson County, Texas.
12. **Termination:** The City retains the right to terminate for default on all or any part of its Contract if the Contractor breaches any of the terms hereof or if the Contractor becomes insolvent or files for bankruptcy. Such right of termination, in addition to, and not in lieu of, any other remedies, which the City may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The City has the right to terminate this Contract without cause by delivery to the Contractor a Notice of Termination specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

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.
3. All participants enrolled in the benefit plan as of 9/30/20 are to receive immediate coverage under the new plan. All health services incurred on or after October 1, 2020 for currently enrolled participants are to be considered eligible expenses. The City's enrollment records are to be the basis for eligible participants.
4. All respondent proposal offerings will comply with the Patient Protection and Affordability Care Act of 2009.
5. Self-Funded Option: This RFP is for a one-year Contract with options for two (2) one-year renewals. Rates for the entire three (3) year period must be displayed and guaranteed. All proposed rates must remain static for the entire three (3) year period.
6. Fully-Insured Option: This RFP is for a one-year Contract. Rate guarantees for optional years will be considered.
7. Level-Funded Option: This RFP is for a one-year Contract. Rate guarantees for optional years will be considered.

SUBMISSION FORMS OVERVIEW

INSTRUCTIONS:

1. Refer to “Specification Requirement and Instructions” before completing submission forms.
2. Quote your best price.
3. The City will choose the combination of insurance plans it determines to be in its best interest, which may mean that a number of contracts could be awarded. The City reserves the right to award several contracts which may result in a respondent receiving a contract for only one coverage, even if the respondent submitted a proposal for several coverages.
4. You must label the envelope or package “Request for Proposal for Fully-Insured, Self-Funded or Level-Funded (or similar) Medical and Prescription Drug Plan – Proposal Number 2020-1001”.

DEVIATIONS FROM SPECIFICATIONS

1. Does your organization agree to the Specifications as outlined in the RFP?

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

3. Would you be willing to agree to a performance-based contract using these criteria?

4. Will your organization administer and/or underwrite the benefits as outlined in the “Plan Summaries” and “Plan Design Changes” sections?

Name of Organization

Signature of Officer

RFP OVERVIEW

Client: City of Palestine, Texas
Industry: Texas Municipality
Group to be Covered: All Eligible Employees (173)
Size: (150) Covered Full Time Active Employees, (0) COBRA Participants
Location: Palestine, Texas
Coverages to Bid: Fully-Insured, Self-Funded or Level-Funded Medical and Prescription Drug Plan
Geo Access: Medical: 2 PCPs in 10 miles; 2 Specialists in 10 miles; 1 Hospital in 20 miles
Commission: Net of Commission
Timetable: RFP Issue Date: June 1, 2020
Deadline for Questions: June 15, 2020
RFP Due Date: July 1, 2020
Coverage Date: October 1, 2020

VENDOR SELECTION CRITERIA

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 (25%)

- a) Fixed Costs: includes insurance costs and administrative costs
- b) Variable Costs: costs stated as a percentage of paid claims, cost management, etc.
- c) Ability to reduce claims expense

2. Financial Stability (20%)

3. Communication (5%)

- a) Educational material for employees
- b) Summary Plan Description capabilities
- c) Administrative kits for locations
- d) Bilingual capability

4. Claims Processing (25%)

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

5. Claims Management Reports (10%)

Frequency and format of claims reports are of the utmost importance.

6. Integrated Systems / Technology Initiative (10%)

Integrated systems linked to database are integral to the provider selection. The following components make up the whole of an integrated system:

- a) Eligibility
- b) Utilization review
- c) Claims payment
- d) Stop loss integration
- e) Electronic claims inquiry
- f) Internet based enrollment/eligibility/wellness/links to provider networks

7. References (5%)



PLAN SUMMARIES

Benefit Plan Services	HDHP/HSA (Core Plan)	PPO (Preferred Plan)
Physician Visit Copay & Virtual Visits	20% After Deductible	\$30/\$50 Copay
Deductible	\$2,000 person \$6,000 family	\$1,000 person \$3,000 family
Hospitalization	20% After Deductible	20% After Deductible
Preventive Care	No Charge	No Charge
Emergency Room	20% After Deductible	20% after \$75 & Deductible
Out-of-Pocket Maximum	\$6,650 person \$7,350 family	\$7,350 person \$14,700 family
Prescription Drugs In-Network Retail Generic Preferred Non-Preferred Specialty	20% After Deductible	\$10 copay \$40 copay \$60 copay \$75 copay
Out of Network Benefits	Ind/Fam Ded \$4,000/\$12,000 Out-of-Pocket \$15,000/\$30,000 50% Coins	Ind/Fam Ded \$2,000/\$6,000 Out-of-Pocket \$15,000/\$30,000 50% Coins

PLAN DESIGN CHANGES FOR 10/1/20

Benefit plan options should offer employees the choice of desirable deductible/out-of-pocket benefit plans that are affordable to cover dependents.

RATE HISTORY

		Premiums effective 1/1/2020 - 12/31/2020			
Plan Name	Plan Type	Employee Only	Employee & Spouse	Employee & Child(ren)	Employee & Family
Core Plan	PPO	\$674.10	\$1,483.01	\$1,280.78	\$2,089.70
Preferred Plan	H S A	\$778.05	\$1,711.72	\$1,478.31	\$2,411.97

		Premiums effective 10/1/2018 - 9/30/19			
Plan Name	Plan Type	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
Core Plan	PPO	\$642.00	\$1,412.39	\$1,219.79	\$1,990.19
Preferred Plan	H S A	\$741.00	\$1,630.21	\$1,407.91	\$2,297.11

		Premiums effective 10/1/2017 - 9/30/18			
Plan Name	Plan Type	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
Preferred Plan	PPO	\$637.57	\$1,030.52	\$1,444.35	\$1,847.20

TPA QUESTIONNAIRE
(See Separate Attachment)

SUBMISSION FORMS
Network Statistics

MEDICAL NETWORK

Name of Network:

GeoAccess (2 PCPs within 10 miles)	% coverage
GeoAccess (2 Specialists within 10 miles)	% coverage
GeoAccess (1 Hospital within 20 miles)	% coverage
Disruption Provider Match	% coverage
Claims Dollar Match	% coverage

PRESCRIPTION NETWORK

Name of Network:

GeoAccess (2 Pharmacies within 10 miles)	% coverage
Provider Record Match	% coverage
Claims Dollar Match	% coverage

The costs included in the RFP are based upon the current plan of benefits.

Name of Organization

Signature of Officer

MEDICAL AND PHARMACY NETWORK SUBMISSION FORM

The information below outlines the data requested from each proposer.

With regard to the Medical GeoAccess, please provide separate access analysis for each network alternative available for the City of Palestine (PPO / ACO / EPO).

In regard to Pharmacy, please also provide separate access analysis for each network alternative available for the City of Palestine (PPO / Narrow Network).

MEDICAL NETWORK DISCOUNT

Gross Charges (Total In and Out of Network)	\$
Repriced Discount (Total In and Out of Network)	\$
Net Allowed Amount	\$
% Discount	%

** Please submit detailed repricing analysis and assumptions.

PHARMACY NETWORK DISCOUNT

Gross Charges	\$
Repriced Discount	\$
Net Allowed Amount	\$
% Discount	%
Dispensing Fees	\$
Administration Fees	\$
Rebates	\$

**Please submit detailed repricing analysis and assumptions.

The information included above is based upon the current plan of benefits.

Name of Organization

Signature of Officer

SUBMISSION FORM PERFORMANCE COMMITMENTS AND PENALTIES

CARRIER PROPOSAL

Please give "at risk" amounts in percentages or dollars (whichever applies) for each of the below commitment categories and list the parameters surrounding the guarantee for each category:

1. Claim Time-to-Process
2. Call Center
3. Account Management
4. Network Discount
5. Claim Target Turn-Around Time
6. Clinical Management
7. Implementation

The guarantees included above are based upon the current plan of benefits.

Name of Organization

Signature of Officer

SUMMARY CONDITIONS & SPECIFICATIONS

In submitting this proposal, the respondent agrees and certifies to the following conditions:

1. Non-Inducement Statement: The respondent certifies that no employee, representative or agent of the firm offered or gave gratuities in any form (gifts, entertainment, etc.) to any City employee or elected or appointed City official in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
2. Non-Debarment Statement: The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standard/provisions.
3. Validity Statement: If this proposal is accepted and a firm contract is entered, the undersigned offers and agrees, within one-hundred twenty (120) calendar days from the proposal date, to supply any or all items/services upon which prices are offered at the designated point and within the time specified.
4. Non-Collusion Statement: The respondent hereby certifies that he/she has made this quote independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to this proposal, with any other respondent or with any other competitor.
5. Conflict of Interest Statement: The respondent agrees that and warrants that no employee, official, or member of the City Council or City Employee is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. Conduct Statement: The respondent certifies by signing below that all of the above statements are true, and he/she has read the entire proposal document and agrees to abide by the terms, certifications and conditions outlined.
7. Ethics Form: Form 1295, CIQ, HB 89 and SB 252.

Company Name: _____

Printed Name of Officer: _____

Title: _____

Email Address: _____

Signature of Officer: _____

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.

FORM 1295

Please complete online www.ethics.state.tx.us/File and attach completed form to the RFP response.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____ hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of this contract.

Pursuant to Section 2270.0014, Texas Government Code:

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

Signature of Company Officer

Date