



CITY OF MEMPHIS

REQUEST FOR PROPOSAL

#71635

Pharmacy Benefit Management (PBM) Services

Date Issued: May 17, 2022

Proposal Submission Deadline: June 22, 2022

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1. OVERVIEW

Thank you for your consideration of the City of Memphis' (the City's) request for proposal (RFP) for Pharmacy Benefits Management (PBM) services, effective January 1, 2023.

1.1 GENERAL CONDITIONS

The following data is intended to form the basis for submission of proposals to provide PBM Services. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. **Please note that additional data/information and required submission forms are included on, and should be submitted through, the online procurement tool, RFP360, as directed below in this document.** The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee established by the City and other appropriate designated City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected vendor.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with the requirements listed in Section 4.5 Initial Questions Submission, Final Questions Submission. The City of Memphis is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any questions or concerns not submitted by the stated time and date will be deemed waived.

If any addenda are issued to this Request for Proposal, the Purchasing Division will post them to the City's website at <https://www.memphistn.gov/business/rfps-rfqqs/>. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the Contract Documents.

The City of Memphis reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an

independent CPA, verification of availability of equipment and personnel, and past performance records.

1.2 OBJECTIVE

THE FOLLOWING INFORMATION IS INTENDED TO FORM THE BASIS FOR SUBMISSION OF PROPOSALS TO PROVIDE PHARMACY BENEFITS MANAGEMENT SERVICES. THIS MATERIAL CONTAINS GENERAL CONDITIONS FOR THE PROCUREMENT PROCESS, THE SCOPE OF SERVICE REQUESTED, CONTRACT REQUIREMENTS, INSTRUCTIONS FOR SUBMISSIONS OF PROPOSALS, AND SUBMISSION FORMS THAT MUST BE INCLUDED IN THE PROPOSAL. **PLEASE NOTE THAT, SHOULD YOUR ORGANIZATION SUBMIT AN INTENT TO BID FORM, SIGNED NON-DISCLOSURE AGREEMENT (NDA), AND BE DEEMED AS AN ACCEPTABLE BIDDER BY THE CITY, ADDITIONAL RFP MATERIALS WILL BE MADE ACCESSIBLE TO YOU THROUGH THE ONLINE PROCUREMENT TOOL, RFP360, AS DESCRIBED BELOW.** THE RFP SHOULD BE READ IN ITS ENTIRETY BEFORE PREPARING THE PROPOSAL. ALL MATERIALS SUBMITTED PURSUANT TO THIS RFP SHALL BECOME THE PROPERTY OF THE CITY OF MEMPHIS.

1.3 ORGANIZATIONAL OVERVIEW

This proposal represents a membership of more than 15,000 current active and retired members from the City. Below is a brief overview:

The City has worked hard to design a healthcare program that provides competitive rates and choice for employees and retirees. The core of the healthcare benefits strategy has been to:

- Attract and retain quality talent;
- Build a comprehensive and competitive medical and pharmacy benefits program that allows for employee choice;
- Include affordable and sustainable solutions for both participants and the City;
- Incorporate wellness, health management and incentives to change behavior and improve the health of the population;
- Offer robust behavioral health support to employees and their dependents, including those without medical plan coverage;
- Provide access to a broad network of high quality, efficient providers (including both major health systems in the Memphis area); and
- Enhance strong communications and education initiatives to assist the employees in adopting, understanding and managing their health and benefits costs.

For 2023, the City plans to continue offering two medical/pharmacy plan options to employees and retirees who remain on the group plans. All Medicare eligible retirees, and some pre-Medicare retirees transitioned to a retiree private exchange effective March 1, 2017 and are not included in this RFP. The City's group medical and pharmacy plans are also available to some spouses, based on employee group and availability of other employer sponsored coverage – though surcharges apply for some. Please see

Attachment A City of Memphis - Medical Eligible Employees.xlsx which includes a summary of eligible employees, as posted on the procurement tool, RFP360.

1.4 REASON FOR COMPETITIVE BID

In order to determine a short list of qualified vendors with whom the City will conduct finalist interviews, we are seeking detailed information regarding the administrative capabilities of your organization and your ability to assist the City in achieving its strategic healthcare benefits goals (bulleted above) while also:

- Accepting accountability for the cost effectiveness of program administration, delivery and outcomes through aggressive financial and performance management guarantees and associated risk;
- Leveraging data analytics and business intelligence to partner with the City in a consultative role to contain costs and serve employees;
- Pursuing innovative strategies to deliver optimal care and value
- Offering the highest quality customer service to the City and its members;
- Promoting and facilitating employee self-service as to lessen the City's administrative burden;
- Providing efficient coordination with other administrative vendors and simplifying administration for the City, where possible; and
- Achieving the above goals within the confines of the City's current HR and payroll systems.

Please note that this RFP is only requesting Pharmacy Benefit Manager (PBM) services. The City is currently contracted with BCBS of TN to provide Medical and PBM services; however, if a new PBM vendor is selected they will be expected to coordinate with BCBS of TN in the overall administration and integration of the medical and pharmacy plans.

1.5 CURRENT BENEFITS PROGRAMS

Currently, the City provides the following health and welfare plans / programs to its employees and retirees:

- Medical
- Pharmacy
- Vision
- Dental
- Flexible Spending Accounts
- Health Reimbursement Accounts
- Employee Assistance Program
- Life Insurance
- Disability Insurance

The medical and pharmacy plans are self-insured. Details on the current medical and pharmacy plan designs can be found in City of Memphis 2022 Benefits Booklet. Additional plan details can be found in the following attachments:

- City of Memphis Rx Plan Specifications
- City of Memphis Medical Eligible Employees

The above referenced documents can be found on the procurement tool, RFP360.

High level summaries of the prescription drug plan designs for 2022 are as follows:

	Choice Plan	Select Plan
Prescription Drug		
Deductible	\$250 / \$500	\$250 / \$500
Out-of-pocket maximum	Combined with medical	Combined with medical
Retail generic	\$7 copay	\$7 copay
Mail order generic (90-day supply)	\$14 copay (deductible waived)	\$14 copay (deductible waived)
Retail brand formulary	Deductible, then \$30 copay	Deductible, then \$30 copay
Mail order brand formulary (90-day supply)	Deductible, then \$60 copay	Deductible, then \$60 copay
Retail brand non-formulary	Deductible, then \$50 copay	Deductible, then 20% coinsurance (\$50 minimum, \$100 maximum)
Mail order brand non-formulary	Deductible, then \$100 copay	Deductible, then 20% coinsurance (\$100 minimum, \$200 maximum)

The 2023 plan designs/programs have not yet been finalized. While the City does not intend to make significant changes to the structure of the 2022 plan offering, it does reserve the right to make industry competitive changes to the cost sharing provisions.

2. SCOPE OF SERVICES

2.1 PBM SCOPE OF SERVICES

The scope of services currently associated with this RFP is summarized below, however the City reserves the right to modify the requested scope of services at any time during the RFP process

- Employer and Member Services
 - Toll-free consumer advisor number for Members
 - Coordinated eligibility submission
 - Designated account team
 - Benefit Plan set-up
 - Member Submitted Claim processing
 - Electronic claim processing
- Network Pharmacy Services
 - Pharmacy help desk
 - Pharmacy network management
 - Pharmacy reimbursement
 - ePrescribing
- Home Delivery Services
 - Customer service for Members
 - Benefits Education
 - Extended Payment Program
 - "Worry Free" or similar refill initiatives
 - Prescription delivery - Standard
 - Bridge Supply
- Specialty Pharmacy Network Services
 - Benefits Education
 - Prescription delivery - standard
- Reporting Services
 - Web-based client reporting
 - Billing Reports
- Website Services
 - Access to benefit, drug, health and wellness information; prescription ordering capability; and customer service
 - Specialist pharmacist - access to specialized pharmacists to answer non-urgent questions via email about medications for chronic conditions.
- Cost Containment and Trend Management Services
 - Formulary Management
 - Concurrent Drug Utilization Review
 - Utilization Management
 - Drug Coverage Determinations
 - Integrated Benefit Management

- Specialty Management Program
- Fraud, Waste and Abuse
- High Cost Claimant Review
- Vaccine Program
- Retrospective Drug Use Review

2.2 INTENT TO BID AND NDA

A written intent to bid must be submitted. Only after this is submitted and the City of Memphis' nondisclosure agreement (NDA) is signed and returned *without modification* will a vendor be provided access to the RFP online application, RFP360, which will contain the RFP questionnaire and additional attachments.

Please email your signed Intent to Bid Form and NDA to Brynn Wiswall (brynn.wiswall@memphistn.gov) and Frances Brooks (Frances.Brooks@memphistn.gov) of the City's Purchasing Department.

2.3 INSURANCE REQUIREMENTS

Insurance requirements for this project are listed below in Exhibit 3.

If the proposer is unable to provide the required insurance referenced above, questions concerning a change to the requirements should be addressed during the question and answer phase and will not be considered after the deadline in Section 4.3.

2.4 DURATION

The duration of the PBM vendor contract will be negotiated and discussed with finalists. We are asking vendors to provide proposed pricing for three years.

3. PROPOSAL RESPONSE

This Section describes the contents of Proposer's Proposal and provides an outline of how the Proposer should organize it. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions outlined below.

Specifically, Proposer's Proposal shall include each of the attachments and exhibits referenced in the table below.

Your complete RFP response, including all attachments and exhibits, must be submitted by June 22, 2022, no later than 12:00 PM CT, through the RFP360 online application. Responses received after the deadline, outside of the online application, or that are incomplete may be disqualified at the discretion of the City of Memphis. The requirements for each of these Proposal sections are described in more detail in this Section.

PROPOSER'S PROPOSAL MAY BE DISQUALIFIED FROM THIS RFP PROCESS, AT THE CITY'S DISCRETION, IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.

Sections and Topics
Section 1 – Cover Letter
Section 2 – Non-Collusion Affidavit
Section 3 – Criminal and Civil Proceedings Disclosure
Section 4 – QUESTIONNAIRE
Section 5 – FINANCIAL PROPOSAL
Section 6 – NETWORK AND FORMULARY ANALYSIS
Section 7 - EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM
Section 8 - UPDATED RX CLAIMS FILE
Section 9 - CLINICAL PROGRAMS
Section 10 - PROPOSED PERFORMANCE GUARANTEES
Section 11 - IMPLEMENTATION PLAN
Section 12 - SAMPLE PBM CONTRACT

3.1 COVER LETTER

Proposer's Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

Provide company name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as your organization's primary contact.

3.2 NON-COLLUSION AFFIDAVIT

Please use the form provided in Exhibit 1 of this document, or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled City of Memphis Non-Collusion Affidavit.

To submit your non-collusion affidavit, input your responses and signatures along with any comments and save and rename the file as Attachment A - City of Memphis Non-Collusion Affidavit – 'Your Company Name'.pdf. You may then upload the file to RFP360 in the Project Background section of the RFP

3.3 CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

Please use the form provided in Exhibit 2 or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled City of Memphis Criminal and Civil Proceedings Disclosure. To submit your Criminal and Civil Proceedings Disclosure, save and rename the file as "Attachment B - City of Memphis Criminal and Civil Proceedings Disclosure - [Insert Your Unique Vendor Name Here]. You may then upload the file to RFP360 in the Project Background section of the RFP

3.4 QUESTIONNAIRE

Your Questionnaire responses will be submitted through the RFP360 online application. If you need help using the application, please visit help.rfp360.com. You may also contact the RFP360 Support Team via email at support@rfp360.com or phone at (844) 737-0365. If you still have questions or need assistance, please contact the designated RFP representative listed under the RFP Inquiries section.

3.5 FINANCIAL PROPOSAL

To submit your financial proposal, please download the excel file from RFP360 entitled "City of Memphis PBM Pricing Request Grid". This document includes one tab of instructions and four input tabs. Please review and update as necessary based on your proposal.

Save and rename the file as "Attachment C – City of Memphis PBM Pricing Proposal – [Insert Your Unique Vendor Name Here].xlsx". After the file is completed, you may then re-upload the file to RFP360.

3.6 NETWORK AND FORMULARY ANALYSIS

A network and formulary disruption analysis should be completed using the City's historic claim file and proposed pharmacy network and formulary. If you are proposing multiple network or formulary options, please complete the disruption analysis for each.

- Formulary disruption analysis

- Please provide specific impact (members and Rx count impacted) based on current utilization for preferred brands versus non-preferred brands and those products that would become non-covered (excluded) based on the proposed Formulary
 - No change
 - Positive changes (for example, moving from 3-Tier to 2-Tier or non-covered to covered)
 - Negative changes (for example, moving from 2-Tier to 3-Tier or from covered to non-covered/excluded)
 - List of drugs (Drug Name / NDC) that have any change (positive or negative) and the suggested alternative drug (Drug Name / NDC and count of impacted claims)
- Network disruption analysis
 - Network pharmacies (broad) that are disrupted
 - Provide list of pharmacies by NPI/NABP and pharmacy location
 - Network pharmacies (90 day) that are disrupted
 - Provide list of pharmacies by NPI/NABP and pharmacy location

Please save and rename the formulary and network disruption files as “Attachment D – City of Memphis Formulary Disruption - [Insert Your Unique Vendor Name Here].xlsx” and Attachment E – City of Memphis Network Disruption – [Insert Your Unique Vendor Name Here].xlsx.” before uploading to RFP360

3.7 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

This contract will not be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity (“EBO”) Program. The Ordinance may be accessed on the City’s website at www.memphistn.gov under “Doing Business”. The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises (“M/WBE”) in the City’s purchasing activities. The M/WBE participation goal for this solicitation is 0%. The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

3.8 UPDATED RX CLAIMS FILE

Please provide a copy of the historic claims file with the following additional fields included:

- Brand / Generic flag (how the claim would process under your proposed contract definitions)
- Mail / Retail / Retail-90 / Long term care (LTC) / Home Infusion (HI) flag
- Discount guarantees - claims included / excluded flag
- Rebate guarantees - claims included / excluded flag
- Guarantee exclusion reason
- Formulary change flag
- Suggested alternative drug NDC

Please save (and upload to RFP360) Updated Claims File (as Attachment F - City of Memphis Updated Claim File – [Insert Your Unique Vendor Name Here].xlsx)

3.9 CLINICAL PROGRAMS

Please provide a document that lists the various clinical programs you offer including:

- Description of program
- Cost (if applicable)
- Any guaranteed return on investment (if applicable)

Please save (and upload to RFP360) as Attachment G - City of Memphis Proposed Rx Clinical Programs - [Insert Your Unique Vendor Name Here]

3.10 PROPOSED PERFORMANCE GUARANTEES

Please provide a document that lists all proposed ongoing performance guarantees you are offering. Please include the following:

- Description of the performance guarantee(PG)
- Minimum standard or threshold for monitoring/reporting
- Frequency of reporting
- Whether or not the PG is evaluated at the client or book of business level (if not all PGs are evaluated at client level)
- Amount at risk, if applicable

Please save (and upload to RFP360) as Attachment H - Proposed Ongoing Rx Performance Guarantees - [Insert Your Unique Vendor Name Here]

3.11 IMPLEMENTATION PLAN

Please provide a detailed implementation plan that includes at least the following and assumes implementation begins September 1, 2022:

- Dates
- Tasks
- Responsible parties
- Amount at risk

Please save (and upload to RFP360) the Transmittal Letter as "Attachment I – Implementation Plan – Prescription Drug - [Insert Your Unique Vendor Name Here]"

3.12 SAMPLE PBM CONTACT

Please provide (and upload to RFP360) a sample template contract for Pharmacy Benefit Management Services as "Attachment J - Sample PBM Contract - [Insert Your Unique Vendor Name Here]"

4. INSTRUCTIONS ON RFP PROCESS

4.1 USE OF INFORMATION

All information and data provided as part of this RFP process should be used for the sole purpose of preparing a responsive proposal.

4.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

All correspondence about this RFP and the Initiative should be limited to the Principal Contacts listed below.

Brynn Wiswall (brynn.wiswall@memphistn.gov) and **Frances Brooks**

(Frances.Brooks@memphistn.gov) are the points of contact for the City's purchasing department. Your signed Intent to Bid Forms and NDA should be provided to them. It is also possible you may be contacted by Brynn and/or Frances related to other RFP matters. To the extent they reach out to you regarding a particular matter, you may correspond directly with them regarding that particular matter.

Nathan Mathews will be acting as the City's designated PwC agent, related to the PBM RFP. If you have an urgent need regarding the RFP, you may reach out to Nathan at nathan.w.mathews@pwc.com or (917) 347-6081.

Proposer should not, under any circumstances, contact any other City personnel (including senior City management or City employees with whom Proposer has an existing business or personal relationship) to discuss this RFP without the prior written consent of one of the Principal Contacts listed above. Utmost discretion is expected of the Proposer and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3 SCHEDULE OF ACTIVITIES

In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline, shown below, for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Proposer's Proposal and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.

The City reserves the right to modify or update this schedule at any point in time, but in no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department, and as posted on the City's website, through an addendum.

Activity	Date
Advertisement for marketing of PBM services	May 17 & 18, 2022
Collection of Intent to Bid and NDA's	May 17, 2022
RFP available to Bidders	May 17 - June 22, 2022
Proposer Questions Deadline	May 27, 2022
City Response to Questions	Jun 6, 2022
Proposal Submission Deadline	June 22, 2022 no later than 12:00 PM, CT
Finalist Selections	July 15, 2022
Finalist Presentations	Week of July 25, 2022
Negotiations	TBD
Agreement Finalization	Early September

Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4 PRE-SUBMITTAL CONFERENCE

No Pre-Submittal Conference is scheduled for this RFP.

4.5 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Any inquiries related to the RFP should be submitted through the RFP360 online application by no later than May 27, 2022. You may submit them through the Messages widget on your Dashboard. The following guidelines and rules have been established to ensure effective communication:

- All responses to inquiries will be accessible to all participating organizations, and the entity submitting the question will not be identified
- Every effort will be made to respond to all inquiries as quickly as is practical but no later than the date specified in the timeline above

4.6 PROPOSAL SUBMISSIONS

PROPOSAL SUBMISSION AND DUE DATE

Your complete RFP response, including all attachments and exhibits, must be submitted through the RFP360 online application. on or before the date specified June 22 in Section 4.3 Schedule of Activities no later than 12:00 PM CT.

PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP MAY BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS, AT THE CITY'S DISCRETION.

Proposals may not be amended after the submission deadline, except as potentially requested through a request for a "Best and Final Offer."

Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with proposer's response to this RFP will become the property of the City and may be returned only at the City's option.

PROPOSAL EXPIRATION DATE

Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. The City may request an extension of time if needed.

PROPOSER DATA

The confidentiality of information and data contained in the form of a bidder's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

Deadline Extension

The City reserves the right to extend the submission deadline, if such action is considered necessary by the City.

Ambiguity, Conflict, or other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing by email, the City of such error and request modification or clarification of the document. The Proposer shall include the RFP number, page number and the applicable paragraph title. The City will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

Withdrawing or Amending a Proposal

At any time prior to the scheduled deadline for receipt of proposals, the Proposer may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to **Brynn Wiswall (brynn.wiswall@memphistn.gov)** and **Frances Brooks (Frances.Brooks@memphistn.gov)**.

Acceptance/Rejection of Proposals

The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The City shall reject the proposal of any Proposer that is determined to be non-responsive.

Informalities/Minor Irregularities

The City reserves the right to waive minor irregularities or informalities in a Proposer's proposal when the City determines that it will be in City's best interest to do so. Any such waiver shall not modify any remaining RFP specifications or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

Proposer indebted to the City

No contract will be knowingly awarded to any organization which, in the City's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

Tax Payments

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and will issue tax exemption certificates, upon request.

General

- Subject to questions and clarifications raised on specific issues, Proposer shall be deemed, by the submission of its proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by the City.
- The City of Memphis reserves the right throughout the RFP process to negotiate with bidders over any and all terms of their proposal and to solicit additional information and accept any modifications at its sole discretion.
- The successful respondent shall furnish all services necessary to perform and complete the requirements of this RFP. The successful respondent(s) must comply with any agreed upon performance schedule.
- The respondent shall provide detailed pricing in the proposal. Failure to include pricing for all services and offerings available from the respondent or sub-contractor will subject the proposal to rejection. Any pending service offering changes that are reasonably expected to have impact on this proposal in any aspect (features, rates and functionality) are to be disclosed as part of the proposal. Any service feature not priced will be deemed to be offered at no charge.

- Payment will be made only for services accepted under the contract with the successful respondent. The City will not be responsible for any costs or expenses of any kind in the preparation of any responses or proposals.

4.7 FINALIST SELECTIONS

The City may select a number of RFP respondents who will be asked to give an oral presentation of its proposal to the City. However, the City is not obligated to interview any finalist. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations will likely be excluded from further consideration.

For this reason, Proposer is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply risks being dropped from further consideration without having an opportunity to improve its offer.

4.8 RECIPIENT PRESENTATIONS

Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission, however the presentations are tentatively scheduled to begin on the date listed in Section 4.3 Schedule of Activities.

If Proposer is one of the RFP recipients asked to give an oral presentation, Proposer should prepare a comprehensive presentation. Finalists shall also expect to receive a Best and Final Offer (BAFO) request that concentrates on the business and technical aspects of the Proposal.

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. An electronic copy of all presentation materials must be delivered to the Principal Contacts at least one business day before the beginning of the presentation. Proposer should also bring a sufficient number of printed copies of the materials for the City attendees at the presentation.

The City may provide a last-minute agenda or other direction for the Proposer's presentation based on the City's initial review of the Proposals.

4.9 CONTRACT AWARD

The award of contract will be made on the basis of the best proposal, as solely determined by the City, which meets the requirements and criteria set forth in the solicitation. The City will only accept proposals for the services requested. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract, which will be based on information provided in the proposal, becomes legally binding once all parties have signed it. Any contract resulting from this RFP shall be subject to the City of Memphis General Terms and Conditions set forth in this solicitation and any additional terms imposed by the City.

4.10 PROTESTS

Any protest of award must be filed in writing with the applicable Purchasing Agent within five (5) calendar days of the award announcement at the following address, or via email (Brynn Wiswall – Brynn.Wiswall@memphistn.gov)

City of Memphis Interim Purchasing Agent:
125 North Main, Room 368, Memphis, Tennessee 38103

4.11 MODIFICATION OR TERMINATION OF RFP PROCESS

Subject to the rules and regulations of the City's Procurement Office, including with respect to providing notification and, where applicable, providing the opportunity to revise proposals, the City reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

4.12 SUPPLEMENTAL INFORMATION

If, after issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be made accessible to all RFP participants for their consideration. The City will provide notification of the availability of supplemental information by issuing a written addendum via its website at <https://www.memphistn.gov/business/rfps-rfqs/>. The supplemental data/information will be posted on RFP360, where applicable. Any revisions to the solicitation will be made only by an addendum issued by the City. The City will assume that all changes or additional requirements transmitted have been considered in the Proposer's Proposal (including with respect to pricing), unless otherwise specified.

4.13 NO REPRESENTATIONS OR WARRANTIES

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Proposer is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP. The City has attempted to validate the information provided in this RFP, but it is possible that Proposer may detect inconsistencies or potential errors. While Proposer should identify these potential issues in its questions or in an appendix to its Proposal, Proposer should use the information provided on an "as-is" basis for its initial Proposal. Information regarding the City and the Initiative may be revised or updated, and republished for inclusion in a final response.

4.14 PROPOSAL PREPARATION COSTS

Proposer will be responsible for all costs it incurs relating to this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

5. EVALUATION MODEL

5.1 QUALIFYING PROPOSALS

The City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ARE NOT a Qualifying Proposal will be disqualified from this RFP process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form and format required) by the due date as specified in Section 4.6.
- Conforms to the requirements (including review of minimum bid requirements) of the RFP (as outlined in Section 3).

5.2 EVALUATION OF QUALIFYING PROPOSALS

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based, are as follows:

Proposals will be evaluated based on the following methodology:

- Financial Proposal – 50% of total score
- Capabilities & Approach – 35% of total score
- Formulary Disruption and Network Access – 15% of total score

6. RFP TERMS AND CONDITIONS

The City of Memphis seeks proposals from firms who have the expertise to provide the services as is in accordance with this RFP document. This is a Request for Proposal that may be modified by the City in the selection process.

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or in the provision of services.

Any protest of award must be filed with the Purchasing Agent pursuant to Section 4.10 Protests. Notice of Intent to Award will be emailed to all vendors that submit a valid proposal. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

No objections regarding the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date, pursuant to Section 4.5 Initial Questions Submission, Final Questions Submission. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a proposer shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

Any contract resulting from the proposals received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

JIM STRICKLAND, MAYOR

Bryn Wiswall, City Purchasing Agent

Published in The Daily News on May 17-18, 2022 2 Copies

INSTRUCTIONS TO PROPOSERS

Your complete RFP response, including all attachments and exhibits, must be submitted by June 22, 2022, at or before 12:00 PM CT, through the RFP360 online application. Responses received after the deadline, outside of the online application, or that are incomplete may be disqualified at the discretion of the City of Memphis.

Proposers must comply with all applicable state licensing requirements. Upon award notification and prior to the City issuing a properly executed purchase order or entering into a contract with the proposer, the successful proposer, whose principal business address is located within the limits of the City of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate the City to contract, in whole or in part, for services specified herein. The City of Memphis reserves the right to cancel this solicitation, in whole or in part, or to reject, in whole or in part, all proposals. Bidders will be notified of any cancellation, and cancellation of this RFP or any subsequent award will be posted on the City's website.

To request additional information concerning this solicitation, please see Section 4.5 Initial Questions Submission, Final Questions Submission.

This solicitation shall be in accordance with the City of Memphis Ordinances and Purchasing Policies and Procedures, which may be amended from time to time.

All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate City staff. All information provided by the Proposer in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation to the City.

The Mayor of the City of Memphis is the only individual who can legally sign contracts on behalf of the City. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

EXHIBITS

EXHIBIT 1 – NON-COLLUSION AFFIDAVIT

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner’s representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name _____

Authorized Signature _____

Date _____

SIGNATURES

If PROPOSER is:

A. An Individual

By _____

(SEAL)

(Individual's Name)

Doing business as

Business Address:

Phone Number: _____

B. A Partnership

By _____

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone Number: _____

C. A Corporation

By _____

(SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

Title _____

Attest _____

(Secretary)

Business Address:

Phone Number:

D. A Joint Venture

By _____
(Name)

Business Address:

By _____
(Name)

Business Address:

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

EXHIBIT 2 – CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations. Attach additional pages if necessary.

Note: If no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.



EXHIBIT 3 – INSURANCE REQUIREMENTS



INSURANCE REQUIREMENTS FOR HR RFP PHARMACY BENEFIT MANAGEMENT SERVICES (2)

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise with Minimum Limits of:

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

CYBER LIABILITY (“NETWORK SECURITY AND PRIVACY”):

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response
 - Customer Notification Expense
 - Credit Monitoring Expense
- Business Interruption
- Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
- Social Engineering

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$ 5,000,000 Each Claim / \$5,000,000 Aggregate

ERROR & OMISSIONS PROFESSIONAL LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits:

\$5,000,000	Per Claim
\$5,000,000	Aggregate

DIRECTORS AND OFFICERS LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$5,000,000	Per Claim
\$5,000,000	Aggregate

UMBRELLA LIABILITY:

With Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

FIDELITY BOND / EMPLOYEE DISHONESTY:

For losses arising out of or in connection with computer fraud, forgery, fraudulent or dishonest acts committed by the employees of Company, acting alone or in collusion with others, including the property and funds of others in their care, custody or control with Minimum Limits of:

\$1,000,000 Each Occurrence

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

Non-Disclosure Agreement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into by and between the City of Memphis (“City”) and _____, the entity planning to respond to the subject Request for Proposal issued by the City (“Vendor”). The City and Vendor shall be referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, the City has or will issue a Request for Proposal for the following:

 (“RFP”); and

WHEREAS, in order to construct a response to the RFP the Vendor must have access to the City’s confidential and proprietary information pertaining to the RFP; and,

WHEREAS, the City may have access to certain of Vendor’s confidential and proprietary information in conjunction with Vendor’s response to the RFP; and

WHEREAS, prior to releasing this confidential and proprietary information to Vendor, the City requires the Vendor to enter into this Agreement through its authorized representative and return it to the City;

NOW THEREFORE, in consideration of the above recitals and the mutual promises of the Parties herein contained, it is agreed by and between the Parties as follows:

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION**. The City will provide to Vendor certain confidential and proprietary information to enable Vendor to consider and make a proposal responsive to City’s RFP, and Vendor will provide to the City certain confidential and proprietary information in its response to the RFP (“Confidential Information”). To the extent permitted by law, the Parties agree that all information, documents, data, materials disclosed to and/or accessed by Vendor regarding or related to the RFP or the RFP process, in any form whether oral, written, or in any other medium, whether or not marked as “Confidential and Proprietary Information,” under the terms of this Agreement shall not be used or disclosed except as necessary for Vendor to respond to City’s RFP, or for City and/or its consultants (which are bound to this Agreement pursuant to said consultant’s service agreement with the City) to evaluate Vendor’s RFP response. Confidential Information shall also include (1) any and all other information, data or materials that Vendor receives access to or obtains in connection with onsite visits, meetings or in any other forms of communication whether oral or written with City personnel; (2) any information, data, document or material concerning or related to the City’s requirements, including but not limited to the City’s requirements described in the RFP or any other subsequent information, data, document or materials that may be provided to the Vendor from time to time during the RFP process, including but not limited to any information, data document or materials provided during or in the response to any questions from Vendor or another recipient of the RFP; (3) any information regarding discounts Vendor may negotiate with pharmacies; and (4) any and all other information, data or materials learned by the Vendor through any inspection of City’s files or other property. Notwithstanding any provisions of this Agreement, the Parties acknowledge that the City is subject to the Tennessee Public Records Act, T.C.A. sec. 10-7-501, *et seq.*, and as such may be required to reveal certain information deemed confidential and/or proprietary by Vendor.

2. **INTENT TO BID DOCUMENT.** All Confidential Information disclosed by the City to the Vendor shall be provided to Vendor only after an “Intent to Bid” document is completed by Vendor and submitted to the City and/or its authorized agent for the RFP process. Vendor agrees that it shall undertake all necessary and appropriate steps to ensure the confidentiality of the Confidential Information in its possession. Vendor also agrees that it shall treat the Confidential Information with not less than the same degree of care and confidentiality with which it treats its own confidential and proprietary information.

3. **USE OF CONFIDENTIAL INFORMATION.** Vendor shall not use any portion of the Confidential Information for any purpose except to evaluate the RFP in order to prepare its response to the RFP and shall not disclose the Confidential Information or any part of it to any third party without prior written consent of the City. Vendor shall be responsible for compliance by its directors, officers, and employees with the terms of this Agreement. Vendor shall immediately report to the City any known or suspected unauthorized uses or disclosures of which it becomes aware, confirmed or unconfirmed, and shall take all reasonable steps to contain any further such unauthorized activity and mitigate the potentially harmful effects of the unauthorized uses or disclosures.

4. **AS IS.** All Confidential Information provided to Vendor by the City is provided “as is.” City makes no warranties, express, implied or otherwise, regarding the accuracy, completeness, fitness for a particular purpose or performance of the Confidential Information.

5. **BINDING AGREEMENT.** Vendor warrants and represents that the individual who signs this Agreement for the Vendor has the requisite power and authority to enter into this Agreement on behalf of the Vendor and to bind the Vendor to the Agreement. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the Parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

6. **REMEDIES.** Vendor acknowledges and agrees that a breach of this Agreement by Vendor will cause the City irreparable injury and damage; therefore, Vendor expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, and that the City may seek any and all relief available to the City at law in addition to injunctive and equitable relief. Vendor further acknowledges and agrees that the terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee, and venue shall reside in the courts of Shelby County, Tennessee.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

CITY OF MEMPHIS:

Jim Strickland, Mayor

Date: _____

VENDOR:

Name: _____

Title: _____

Date: _____

APROVED AS TO FORM:

Jennifer Sink, Chief Legal Officer/
City Attorney

ATTEST:

Comptroller

Intent to BID



**JIM STRICKLAND
MAYOR**

DIVISION OF FINANCE

City of Memphis
125 N Main Street
Memphis, TN 38103

[Company] has received the City of Memphis Request for Proposal for Pharmacy Benefit Management Services. This signed letter serves as our intent to participate.

We acknowledge all the instructions and requirements detailed in the Introduction and Background document. We acknowledge our understanding of the City's requirements with respect to confidential data provided as part of this RFP including census, claims, and other detailed data not already provided or available in the public domain.

We commit to immediately destroy confidential information following completion of the RFP process and/or the request of the City or its consultant and to provide written verification of the destruction of such information.

We acknowledge that we are required to obtain written permission from the City prior to sharing the RFP questionnaire or any information with subcontractors or partners used to respond to this RFP or to provide services and that such request and permission will be relayed through PwC.

We confirm that any partners / subcontractors used to provide services in response to this RFP would be contracted through the prime contract with the City (i.e., we would not require the City to contract separately with any subcontractors).

We confirm that our financial proposal will detail the cost of each proposed service offering separately (e.g., provide separate fees for each wellness and care management program rather than bundled together or with the overall administration fee). We understand that while the City will welcome bundled pricing, separate fees for each service offering must also be provided both for comparability purposes and in the event the City elects selects only certain services

We confirm that any consultants engaged to assist the City during the RFP process will not be required to sign a separate NDA (or enter into the City's NDA as a third party) and that no broker commissions will be paid as a result of the services procured under this RFP (and that rates will be reduced as such).

Below is the name, title, company, and contact information (email address and phone number) for the responder of this RFP. We confirm he/she is authorized to commit their organization to the proposal submitted. PwC is only responsible for sending information regarding this RFP to the designated responder.

Responder Information	
Name	
Title	
Company	
Email Address	
Phone Number	

This signed document serves as our agreement to and acknowledgement of the items above.

X _____