



Amendment No. 1  
to  
Contract No. NA200000197  
for  
Group Life Insurance  
between  
Metropolitan Life Insurance Group  
and the  
City of Austin

1.0 The City hereby amends the above referenced contract with the following:

1.1 Add the Economic Development Corporation (EDC) as Affiliated Employer, effective January 1, 2021.

2.0 The total contract amount is increased by \$0.00. The total contract authorization is recapped below:

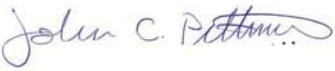
Action	Action Amount	Total Contract Amount
Initial Term: 09/11/2020 – 09/10/2023	\$19,000,000.00	\$19,000,000.00
Amendment No. 1: Add EDC as part of the AEG, effective 1/1/2021 10/13/2020	\$0.00	\$19,000,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  12/3/2020

Printed Name: John C. Pittman  
Authorized Representative  
Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY 10166  
(972) 246-3870  
[pkennedy@metlife.com](mailto:pkennedy@metlife.com)

Sign/Date:  12/3/2020

Cyrenthia Ellis  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701  
[Cyrenthia.Ellis@austintexas.gov](mailto:Cyrenthia.Ellis@austintexas.gov)



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
and  
Metropolitan Life Insurance Company ("Contractor")  
for  
Group Life Insurance**

**Contract Number: MA 5800 NA200000197**

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between **Metropolitan Life Insurance Company** having offices at 200 Park Avenue, New York, New York, 10166 and the City, a home-rule municipality incorporated by the State of Texas. Capitalized terms used but not defined herein have the meanings given in the Solicitation.

**1.1 This Contract is composed of the following documents in order of precedence:**

- 1.1.1 This Document
- 1.1.2 Negotiated Terms and Conditions dated June 22, 2020
- 1.1.3 Negotiated Documents attached as:
  - i) Exhibit A – BAFO Price Sheet
  - ii) Exhibit B – Exceptions and Clarifications dated September 9, 2020
- 1.1.4 The City's Solicitation RFQ 5800 CTE3006 including all documents incorporated by reference
- 1.1.5 Contractor's Offer, dated June 22, 2020, incorporated herein and attached as Exhibit 1 hereto.

**1.2 Term of Contract.**

This Contract shall remain in effect for an initial term of thirty-six (36) months or the City terminates the Contract. This Contract may be extended automatically beyond the initial term for up to 2 additional 12 month periods at the City's sole option.

- 1.3 Designation of Key Personnel.** The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
Contractor Contract Manager	Philip A. Kennedy	949-212-5754	pkennedy@metlife.com

City Contract Manager	Lynnette Hicks	512-974-3395	Lynnette.Hicks@austintexas.gov
City Contract Administrator, Procurement Specialist	Jim Howard	512-974-2031	Jim.Howard@austintexas.gov

- 1.4 **Invoices.** The City's preference is to have invoices emailed to Lynnette.Hicks@austintexas.gov or mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Accounts Payable
Address	One Texas Center, 505 Barton Springs Road, Ste. 600
City, State, Zip Code	Austin, TX 78704-1245

For questions regarding your invoice/payment please contact the City Contract Manager.

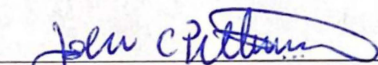
This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Metropolitan Life Insurance Company**

John Pittman

Printed Name of Authorized Person

  
Signature

Customer Unit Vice President

Title:

9/11/20

Date:

**CITY OF AUSTIN**

Cyrenthia Ellis

Printed Name of Authorized Person

Cyrenthia Ellis  
Digitally signed by Cyrenthia Ellis  
DN: cn=Cyrenthia Ellis, o=City of Austin,  
ou=Procurement Office,  
email=Cyrenthia.Ellis@austintexas.gov, c=US  
Date: 2020.09.11 16:36:39 -0500  
Signature

Procurement Manager

Title:



# Offer and Certifications

RFP 5800 CTE3006

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**OFFER CERTIFICATION**

**Instructions.** Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: Metropolitan Life Insurance Company

Company Address: 200 Park Avenue

City, State, Zip: New York, NY 10166

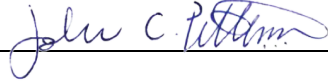
Company's Austin Finance Online Vendor Registration No. MET8317357

Company's Officer or Authorized Representative: John C. Pittman

Title of Officer or Authorized Representative: Vice President

Email: pkennedy@metlife.com

Offeror's Phone: 972-246-3870, Philip Kennedy  
Sr. Account Executive

Offeror's Signature: 

Date: June 22, 2020

**OFFER:** The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

**ACCEPTANCE BY THE CITY**

**For City Staff only.** The City will complete and sign this section only if the City accepts the Offer.

Contract Number: \_\_\_\_\_

Printed Name of City's Authorized Procurement Staff: \_\_\_\_\_

Title of City's Authorized Procurement Staff: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACCEPTANCE:** The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

1. Not to engage in any discriminatory employment practice defined in this chapter;
2. To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment;
3. To post in conspicuous places, available to employees and applicants for employment, notices ~~to be provided by the Equal Employment/Fair Housing Office~~ setting forth the provisions of this chapter.
4. To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
5. To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
6. To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
7. To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Non-Discrimination and Non-Retaliation Policy set forth below.

Please find the attached Equal Opportunity Policy and Anti-Harrassment policy. The information and documentation provided contain MetLife's confidential and proprietary information. MetLife respectfully requests that its information and documentation be kept confidential and that it be reviewed only by those individuals with direct involvement in the review for the award of this specific contract. If MetLife's information and/or documentation is disclosed to any other individual or entity for whatever reason, MetLife should be advised immediately.

**MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY**

1. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
2. The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.
6. Contractor agrees that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.
7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

**Suspended or Debarred Offerors.** The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.



**NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

**Offeror.** The term “Offeror”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

**Anti-Collusion Statement.** Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

**Preparation of Solicitation and Contract Documents.** Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**Participation in Decision Making Process.** Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

**Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

**City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

**Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

**ANTI-LOBBYING CERTIFICATION**

**Instruction.** Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

**OFFEROR HEREBY CERTIFIES**

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

**Applicability.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

**No Lobbying Period.** The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

**Prohibited Communications.** During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

**Ordinance.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=15&p=145](https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145)

**Rules.** [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=16&p=77](https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77)

**NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION**

**Instruction.** Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If “Yes” is checked, provide the name of the state where  
Nonresident Bidder’s Principle Place of Business is located.

Click or tap here to enter text.

(State)

☐ **YES** ☒ **NO**  
(Check One)

**OFFEROR HEREBY CERTIFIES**

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If “YES” is checked, provide the name of the State where majority  
of the Equipment, Supplies and/or Materials were manufactured

Click or tap here to enter text.

(State)

**Reciprocal Preference.** In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder’s offer, consistent with the applicable preference granted by the state of the Nonresident Bidder’s principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder’s offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

**Resident bidder.** An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

**Nonresident Bidder.** An Offeror that is not a Resident Bidder.

**Statute:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

**LOCAL PRESENCE CERTIFICATION -OPTIONAL – Revised 6/23/2020 Addendum 6**

**Instruction.** Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

**OFFEROR HEREBY CERTIFIES**

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**☒ **BRANCH OFFICE**

(Check One)

**100 Congress Avenue, Austin, TX 78701**

(Physical Address of Offeror's Headquarters or Branch Office)

**Benefit to the City.** It is the City's policy that contracts with Offerors with Local Presence provides additional economic development opportunities including employment of City residents or increasing City tax revenues.

**Local Presence.** Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

**Austin Corporate City Limits.** The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

**Headquarters.** The Offer's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

**Branch Office.** An office other than the Offeror's headquarters, that has been in place for at least five (5) years, where those persons that will be responsible for the provision of the goods and services described in this solicitation are located.

**Subcontractors.** Offerors may also claim Local Presence for any subcontractors included in their offer.

The same as Offerors, Subcontractors have Local Presence if either their Headquarters or Branch Office is located within the Austin Corporate City Limits. Local Presence for Subcontractors can only be claimed within the attached Compliance Plan OR Subcontractor Plan, and subject to further requirements including good faith efforts to subcontract with City certified Minority and Women-owned Business Enterprises. The City will not grant any Local Presence for proposed subcontractors if the Subcontract Plan is incomplete or is found to be inaccurate.

## SUBCONTRACTING UTILIZATION FORM

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

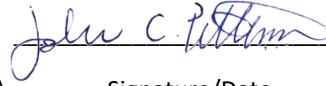
**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Metropolitan Life Insurance Company		
City Vendor ID Code	MET8317357		
Physical Address	200 Park Avenue		
City, State Zip	New York, NY 10166		
Phone Number	949-212-5754, Philip Kennedy Sr. Account Executive	Email Address	pkennedy@metlife.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b> , and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b> , shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I			



understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

John C. Pittman, Vice President



June 22, 2020

Name and Title of Authorized Representative (Print or Type)

Signature/Date

## SUBCONTRACTING UTILIZATION PLAN

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).\*

\* Subcontractors are also qualified as Local Business Presence

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: African American <input type="checkbox"/> NON-CERTIFIED
Company Name	TrachMar
Vendor ID Code	VS0000012688
Contact Person	Kent Willis Phone Number: 512-828-6430
Additional Contact Info	Fax Number: 512-828-7693 E-mail: pamela@trachmar.com
Amount of Subcontract	\$20,000
List commodity codes & description of services	Commodity Code: 966000 Print and distribution of collateral material
Justification for not utilizing a certified MBE/WBE	TrachMar is qualified as a Local Business Presence Certified as MWDB

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: Hispanic <input type="checkbox"/> NON-CERTIFIED
Company Name	Follmer & Associates, Inc.
Vendor ID Code	V00000956832
Contact Person	Lyssete Follmer Phone Number: 512-428-6665
Additional Contact Info	Fax Number: E-mail: lyss08@hotmail.com
Amount of Subcontract	\$ 10,500
List commodity codes & description of services	Commodity Code: 91840 Employee Benefits Consulting
Justification for not utilizing a certified MBE/WBE	Follmer & Associates, Inc. is qualified as a Local Business Presence Certified as MWB

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
John Wesley Smith, Sr.	6/9/20	<input type="checkbox"/> Phone OR <input checked="" type="checkbox"/> Email	To obtain a list of suppliers who are qualified as Local Business Presence and to determine the correct commodity codes for print and benefit enrollment.

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date

## Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Metropolitan Life Insurance Company

### Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
  - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.va.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**SECTION 0610 PRICE SHEET  
CITY OF AUSTIN PURCHASING OFFICE  
REQUEST FOR PROPOSAL NO. 5800 CTE3006  
GROUP LIFE INSURANCE**

Please provide fixed and guaranteed pricing for the following items based on the volume/units stated below. The City will evaluate proposals based on the volumes/units below and the rates proposed by the proposers. Volumes shown below are as of May 2020. In the event of a discrepancy between monthly rate and annual premium, the monthly rate shall govern. Monthly Rates must be divisible into two (2) equal payments.  
**FAILURE TO SUBMIT RATES AND COST INFORMATION ON THIS PRICE SHEET WILL DEEM THE PROPOSAL NON-RESPONSIVE. ONCE COMPLETED PLACE IN SECTION VII OF YOUR PROPOSAL.**

Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Sections 4.0 Employee Basic Group Term Life and Section 6.0 Employee Accidental Death & Dismemberment (AD&D)							
Description	Volume	Monthly Rates are Per Employee Per Month (PEPM)		Monthly Rate per \$1,000 of coverage	Estimated Annual Premium	Monthly Rate per \$1,000 of Coverage	
Basic Life & Basic AD&D	Exhibit 1 Basic Life Volumes	Basic Life PEPM	Basic AD&D PEPM	Basic Life & AD&D PEPM	Basic Life & AD&D Annual Premium	Basic Life PEPM	Basic AD&D PEPM
	\$956,022,000	\$ 0.040	\$ 0.009	\$ 0.049	\$ 562,140.94	\$ 0.040	\$ 0.009

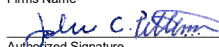
Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Sections 5.0 Employee Supplemental Group Term Life and Section 6.0 Employee Accidental Death & Dismemberment (AD&D)							
Description	Volume	Monthly Rates are Per Employee Per Month (PEPM)		Monthly Rate per \$1,000 of coverage	Estimated Annual Premium	Monthly Rate per \$1,000 of coverage	
Supplemental Life and Supplemental AD&D	Exhibit 1 Supplemental Life Volumes	Supplemental Life PEPM	Supplemental AD&D PEPM	Supplemental Life & AD&D PEPM	Supplemental Life & AD&D Annual Premium	Supplemental Life PEPM	Supplemental AD&D PEPM
34 years and under	\$251,536,000	\$ 0.042	\$ 0.020	\$ 0.062	\$ 187,142.78	\$ 0.042	\$ 0.020
35 to 39 years	\$313,673,000	\$ 0.052	\$ 0.020	\$ 0.072	\$ 271,013.47	\$ 0.052	\$ 0.020
40 to 44 years	\$418,334,000	\$ 0.074	\$ 0.020	\$ 0.094	\$ 471,880.75	\$ 0.074	\$ 0.020
45 to 49 years	\$462,840,000	\$ 0.136	\$ 0.020	\$ 0.156	\$ 866,436.48	\$ 0.136	\$ 0.020
50 to 54 years	\$371,413,000	\$ 0.210	\$ 0.020	\$ 0.230	\$ 1,025,099.88	\$ 0.210	\$ 0.020
55 to 59 years	\$226,326,000	\$ 0.334	\$ 0.020	\$ 0.354	\$ 961,432.85	\$ 0.334	\$ 0.020
60 to 64 years	\$126,306,000	\$ 0.440	\$ 0.020	\$ 0.460	\$ 697,209.12	\$ 0.440	\$ 0.020
65 to 69 years	\$28,058,000	\$ 0.712	\$ 0.020	\$ 0.732	\$ 246,461.47	\$ 0.712	\$ 0.020
70 years and over	\$4,208,000	\$ 1.668	\$ 0.020	\$ 1.688	\$ 85,237.25	\$ 1.668	\$ 0.020
<b>Total</b>	<b>\$2,202,694,000</b>			<b>Total</b>	<b>\$ 4,811,914.06</b>		

Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Section 7.0 Dependent Group Term Life Insurance (the City may choose two options)							
Description	Units	Coverage Amounts		Monthly Rate per Unit	Estimated Annual Premium	Monthly Rate per Unit	Monthly Rate per Unit
Dependent Life Option 1	Exhibit 1 Dependent Life Count						
Spouse Only	370	\$10,000		\$ 1.74	\$ 7,725.60	\$ 1.74	\$ 1.74
Child Only	393	\$5,000		\$ 0.28	\$ 1,320.48	\$ 0.28	\$ 0.28
Family	505	\$10,000/\$5,000		\$ 2.04	\$ 12,362.40	\$ 2.04	\$ 2.04
<b>Total</b>	<b>1,268</b>			<b>Total</b>	<b>\$ 21,408.48</b>		
Dependent Life Option 2	Exhibit 1 Dependent Life Count						
Spouse Only	1,353	\$20,000		\$ 4.08	\$ 66,242.88	\$ 4.08	\$ 4.08
Child Only	937	\$10,000		\$ 0.70	\$ 7,870.80	\$ 0.70	\$ 0.70
Family	2,667	\$20,000/\$10,000		\$ 4.76	\$ 152,339.04	\$ 4.76	\$ 4.76
<b>Total</b>	<b>4,957</b>			<b>Total</b>	<b>\$ 226,452.72</b>		
Dependent Life Option 3	For calculation purposes, assume Option 2 Enrollment						
Spouse Only	1,353	\$30,000		\$ 6.12	\$ 99,364.32	\$ 6.12	\$ 6.12
Child Only	937	\$20,000		\$ 1.60	\$ 17,990.40	\$ 1.60	\$ 1.60
Family	2,667	\$30,000/\$20,000		\$ 7.72	\$ 247,070.88	\$ 7.72	\$ 7.72
<b>Total</b>	<b>4,957</b>			<b>Total</b>	<b>\$ 364,425.60</b>		

Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Section 8.0: Retiree Basic Group Term Life (the City may choose one Retiree Basic Life option only)							
Description	Units	Coverage Amounts		Monthly Rate per Unit	Estimated Annual Premium	Monthly Rate per Unit	Monthly Rate per Unit
Retiree Basic Life (Current) Option 1	Exhibit 2 Retiree Life Count						
<b>Total</b>	<b>7,772</b>	\$1,000		\$ 2.50	\$ 233,160.00	\$ 2.50	\$ 2.50
Retiree Basic Life Option 2	For calculation purposes, assume Option 1 Enrollment						
<b>Total</b>	<b>7,772</b>	\$5,000		\$ 12.50	\$ 1,165,800.00	\$ 12.50	\$ 12.50
Retiree Basic Life Option 3	For calculation purposes, assume Option 1 Enrollment						
<b>Total</b>	<b>7,772</b>	\$10,000		\$ 25.00	\$ 2,331,600.00	\$ 25.00	\$ 25.00

**RATES ABOVE ARE:**  
Guaranteed regardless of actual enrollment and volume changes.

Metropolitan Life Insurance Company  
Firms Name

  
Authorized Signature  
John C. Pittman

6/22/2020  
Date

Vice President  
Title



**CITY OF AUSTIN  
TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

**1. GENERAL**

**1.1 TERM OF CONTRACT:**

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

**1.2 INDEFINITE QUANTITY:**

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

**1.4 PAYMENT:**

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. Delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
  - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
  - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**1.6 AUDITS AND RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
  - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

**1.7 FINANCIAL DISCLOSURES AND ASSURANCE:**

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

**1.8 RIGHT TO ASSURANCE:**

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**1.9 STOP WORK NOTICE:**

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**1.10 DEFAULT:**

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.11 TERMINATION FOR CAUSE:**

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

**1.12 ATTORNEY'S FEES:**

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

**1.13 TERMINATION WITHOUT CAUSE:**

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon **90 calendar days'** prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

**1.14 FRAUD:**

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**1.15 DELAYS:**

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

**1.16 FORCE MAJEURE:**

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently

**CITY OF AUSTIN  
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and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

**1.17 INDEMNITY:**

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

(1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

(2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:

ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;

iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;

iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;

v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR

vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:

i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND

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- ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.18 NOTICES:**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

**1.19 CONFIDENTIALITY:**

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be



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disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.  
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.20 TEXAS PUBLIC INFORMATION ACT:**

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
  - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
  - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
  - iii. On completion of the Contract, either:
    - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
    - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

**1.21 PUBLICATIONS:**

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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**1.22 ADVERTISING:**

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

**1.23 NO CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**1.24 GRATUITIES:**

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**1.25 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**1.26 INDEPENDENT CONTRACTOR:**

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**1.27 ASSIGNMENT DELEGATION:**

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

**1.28 WAIVER:**

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is

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in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**1.29 MODIFICATIONS:**

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**1.30 INTERPRETATION:**

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**1.31 DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**1.32 JURISDICTION AND VENUE:**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All

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issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**1.33 INVALIDITY:**

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**1.34 HOLIDAYS:**

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**1.35 SURVIVABILITY OF OBLIGATIONS:**

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

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**1.36 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.37 NON-DEBARMENT CERTIFICATION:**

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

**1.38 EQUAL OPPORTUNITY:**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**1.39 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:**

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a "company", then the Contractor verifies that he:
  - i. does not "boycott Israel"; and

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- ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

**1.40 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:**

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

**1.41 SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Plan as approved by the City (the “Plan”). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor’s Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager no later than the 10<sup>th</sup> calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that:
  - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
  - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11

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- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

**1.42 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:**

(applicable when an MBE/WBE Compliance Plan is required)

The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein no later than the tenth calendar day of each month.

**1.43 INSURANCE:**

**A GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:  
City of Austin Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767  
OR  
[PUInsuranceCompliance@austinTexas.gov](mailto:PUInsuranceCompliance@austinTexas.gov)
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for

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deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
- xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
    - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
    - b. Independent Contractors coverage (Contractor/Subcontracted work);
    - c. Products/Completed Operations Liability for the duration of the warranty period;
    - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
    - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
    - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.



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- iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
    - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
    - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
    - d.
- iv. **Professional Liability:** Contractor shall provide Professional Liability coverage, at a minimum limit of 5,000,000 per occurrence, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission
- v. **Cyber Liability Insurance:** Coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

### **3. SERVICES**

#### **3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

#### **3.2 WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
  - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or

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- ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**3.3 GUARANTEE – SERVICES:**

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**3.4 DATA SECURITY:**

In the course of providing services to the City, the Contractor may gain access to City-owned and City-maintained information. If so, the City and the Contractor desire to keep such information appropriately protected. The Contractor will handle information it receives from the City in compliance with this provision.

- A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:
  - “Authorized Persons” means (i) the Contractor’s employees; and (ii) the Contractor's Subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

“Highly Sensitive Personal Information” means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

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“Personal Information” means information provided to the Contractor by or at the direction of the City, information which is created or obtained by the Contractor on behalf of the City, or information to which access was provided to the Contractor by or at the direction of the City, in the course of the Contractor’s performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Contractor or any Authorized Persons, or by the City should the Contractor have access to the City’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Contractor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy and data security practices.

Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

**B. Standard of Care**

- i. The Contractor acknowledges and agrees that, during the term of this Contract, the Contractor may create, receive, or have access to Personal Information. For any Personal Information, the Contractor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. The Contractor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of the Contractor. In the event of a conflict or inconsistency between this Section and any other Section of this Contract, the terms and conditions of this Section shall govern and control.
- iii. The Contractor agrees and covenants that it shall:
- iv. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
  - a. Not create, collect, receive, access, or use Personal Information in violation of law;
  - b. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the City, in each case, without the City’s prior written consent; and
  - c. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City’s prior written consent.

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- v. The Contractor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- vi. The Contractor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments that are reviewed and updated at least annually.
- vii. Without limiting the Contractor's obligations under this Section, the Contractor shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than the National Institute of Standards and Technology ("NIST") Cybersecurity Framework and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.
- viii. If the Contractor has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, the Contractor shall, at all times, remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- ix. At a minimum, the Contractor's safeguards for the protection of Personal Information shall include:
  - (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of the Contractor or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at the Contractor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Authorized Persons.
- x. The Contractor shall, at all times, cause Authorized Persons to abide strictly by the Contractor's obligations under this Contract. The Contractor further agrees that it shall maintain a disciplinary/sanctions process to address any unauthorized access, use, or disclosure of Personal Information by any Authorized Person. Upon the City's written request, the Contractor shall promptly identify for the City, in writing, all Authorized Employees as of the date of such request. Upon the City's written request, the Contractor shall provide the City with a network diagram that outlines the Contractor's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to the City and all third parties who may access the Contractor's network to the extent the network

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contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

**C. Security Breach Procedures:**

- i. The Contractor shall:
  - a. Provide the City with the name and contact information for an employee of the Contractor who shall serve as the City's primary security contact and shall be available to assist the City 24 hours per day, seven days per week as a contact in resolving obligations associated with a Security Breach;
  - b. Notify the City of a Security Breach as soon as practicable, but no later than 24 hours after the Contractor becomes aware of it; and
  - c. Notify the City of any Security Breaches by telephone at 512-974-3395 and email at [Lynnette.Hicks@austintexas.gov](mailto:Lynnette.Hicks@austintexas.gov)
- ii. Immediately following the Contractor's notification to the City of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the facilities and operations affected; (iii) facilitating interviews with the Contractor's employees, Authorized Persons, and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.
- iii. The Contractor shall, at its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. The Contractor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- iv. The Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's Attorney. Further, the Contractor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such notice, whether any type of remediation may be Offered to affected persons, and the nature and extent of any such remediation.
- v. The Contractor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- vi. The Contractor agrees to fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
- vii. In the event of any Security Breach, the Contractor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

**D. Oversight of Security Compliance**

## **CITY OF AUSTIN TERMS AND CONDITIONS**

Upon the City's written request to confirm the Contractor's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, the Contractor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of all controls in the Contractor's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to the City under this Contract. The Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for the City pursuant to this Contract.

In addition, upon the City's written request, the Contractor shall provide the City with the results of any audit performed by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Contract.

- i. **Return or Destruction of Personal Information.** At any time during the term of this Contract, at the City's written request or upon the termination or expiration of this Contract for any reason, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the City all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the City that such Personal Information has been returned to the City or disposed of securely. The Contractor shall comply with all directions provided by the City with respect to the return or disposal of Personal Information.
- ii. **Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Section may cause the City irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the City is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the City may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, notwithstanding to any exclusions or limitations in this Contract to the contrary.
- iii. **Material Breach.** The Contractor's failure to comply with any of the provisions of this Section is a material breach of this Contract. In such event, the City may terminate the Contract effective immediately upon written notice to the Contractor without further liability or obligation to the Contractor.
- iv. **INDEMNIFICATION.** THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (EACH, A "CITY INDEMNITEE") FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, ARISING OUT OF OR RESULTING FROM ANY THIRD-PARTY CLAIM AGAINST ANY CUSTOMER INDEMNITEE ARISING OUT OF OR RESULTING FROM SERVICE PROVIDER'S OR AUTHORIZED PERSON'S FAILURE TO COMPLY WITH ANY OF THE OBLIGATIONS OF THIS SECTION.

### **3.5 TRAVEL EXPENSES:**

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All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All Invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**3.6 PLACE AND CONDITION OF WORK:**

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**3.7 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:**

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

**3.8 NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of 6 months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City Department that engages or uses the services of a Contractor employee.
- B. If a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

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- C. During the term of the Contract, and for a period of six months following termination of the Contract, a Department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. Notwithstanding the foregoing, this provision shall be waived in the event an employee initiates an unsolicited action based on public advertisements in newspapers, trade publications, or electronic job boards.

**3.9 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Human Resource Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Human Resource Department building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Human Resource Department building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.



**SCOPE OF WORK**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**Request For Proposal(RFP) 5800 CTE3006 - GROUP LIFE INSURANCE**

**1.0 PURPOSE**

The City of Austin, hereinafter referred to as the “City,” seeks responses to this request for proposal (RFP) from qualified firms, agents, and brokers with public sector experience that can provide the requested services in this Scope of Work. These services shall be provided to City of Austin eligible “Covered Persons” listed below:

- Employees and Retirees of the City of Austin
- Employees and Retirees of three Affiliated Employers
- Eligible Dependents (same or opposite sex spouses and domestic partners, children, and disabled children over age 26)

Requested Services	Section	Current Vendor
Employee Basic Group Term Life	4.0	Dearborn National Life Insurance Company
Employee Supplemental Group Term Life	5.0	Dearborn National Life Insurance Company
Employee Accidental Death & Dismemberment (AD&D)	6.0	Dearborn National Life Insurance Company
Dependent Group Term Life	7.0	Dearborn National Life Insurance Company
Retiree Basic Group Term Life	8.0	Dearborn National Life Insurance Company

**2.0 BACKGROUND**

- 2.1. Currently Basic Life and Basic AD&D coverage is a fully insured product available to regular budgeted full-time and part-time Employees at one times the Employee’s Base Annual Salary. The City pays 100% for Basic Life and AD&D for full-time Employees who work 30 hours or more per week. The City and the Employee pay 50% of the premium for part-time Employees who work 20-29 hours per week. Employees pay 100% if they work less than 20 hours per week. As of May 2020, 13,456 Employees are eligible. Of these, 13,270 Employees are enrolled.
- 2.2. Currently Supplemental Life and Supplemental AD&D coverage is a fully insured product available to full-time and part-time Employees up to four times the Employee’s Base Annual Salary and is paid by the Employee. As of May 2020, 13,456 Employees are eligible. Of these, 8,684 Employees are enrolled.
- 2.3. Currently Dependent Life coverage is a fully insured product paid by the Employee and available to full-time and part-time Employees in the amounts listed below. As of May 2020, 13,456 Employees are eligible. Of these, 6,225 Employees are enrolled.
  - 2.3.1. Option One:
    - 2.3.1.1. Spouse/Domestic Partner – \$10,000.
    - 2.3.1.2. Child(ren) regardless of age – \$5,000.
  - 2.3.2. Option Two:
    - 2.3.2.1. Spouse/Domestic Partner – \$20,000.
    - 2.3.2.2. Child(ren) regardless of age – \$10,000.
- 2.4. Currently Retiree Life coverage is a fully insured product available to Retirees in the amount of \$1,000 and is paid 100% by the City. As of May 2020, 7,772 Retirees are eligible and enrolled.

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The City's benefit plan year is January 1 to December 31. Open Enrollment starts mid-October and ends mid-November of each year.

2.5. Definitions:

- 2.5.1. **Actively at Work:** The City considers Actively at Work to mean that the Employee is:  
1) Physically present at the customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of the job on that day; or 2) On sick leave, vacation leave, family medical leave, or on an approved leave of absence.
- 2.5.2. **Affiliated Employers:** Are the City of Austin Employees' Retirement System, the Austin Firefighters Relief and Retirement System, and the City of Austin Police Retirement System.
- 2.5.3. **Base Annual Salary:** The yearly salary or wage Employees receive for work done for the City. It does not include commissions, bonuses, shift differential, overtime, service incentive pay or lump sum payments.

**3.0 GENERAL REQUIREMENTS**

- 3.1. Life insurance benefits are payable if an individual dies from any cause, including suicide, while covered under the plan.
- 3.2. Coverage is on a 24-hour worldwide basis.
- 3.3. Repatriation benefit shall at minimum include but not be limited to paying or reimbursing the return of a body that is in a foreign country or outside the city of residence.
- 3.4. Life insurance benefits are not subject to age reduction.
- 3.5. Effective Dates and Termination Dates of Coverage Requirements
  - 3.5.1. Employee and dependent coverage are effective on the following applicable dates:
    - 3.5.1.1. For newly hired Employees and their dependents, coverage is effective on their first day of employment.
    - 3.5.1.2. For newly eligible Employees and their dependents, coverage is effective on the first day of the pay period.
    - 3.5.1.3. For IRS Qualifying Life Events, coverage is effective on the first day of the pay period.
    - 3.5.1.4. For new dependents, coverage is effective on the first day of the pay period that the dependent is first acquired or the date of birth for newborns.
    - 3.5.1.5. During annual Open Enrollment, the City utilizes our eligibility vendors (CompuSys/Erisa Group, Inc.) proprietary online platform as well as paper Benefits Enrollment forms. Coverage is effective January 1<sup>st</sup>.
  - 3.5.2. Employee and dependent coverage end based on one of the following applicable dates:
    - 3.5.2.1. The last day of the pay period during which the Employee was Actively at Work.
    - 3.5.2.2. The last day of the pay period in which the Employee or dependent is no longer eligible for coverage.
    - 3.5.2.3. The last day of the pay period during which the Employee paid premiums, if Employee does not make the next required contribution when due.
    - 3.5.2.4. The last day of the pay period during which the Employee retires unless they are eligible for Waiver of Premium or Accelerated Death Benefit.
    - 3.5.2.5. The last day of the pay period in which the Employee dies.
  - 3.5.3. Retiree coverage is effective on:

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- 3.5.3.1. The first date of retirement, unless coverage is continued under Waiver of Premium.
  - 3.5.4. Retiree coverage ends based on one of the following applicable dates:
    - 3.5.4.1. The date Retiree returns to work with the City and is covered as an Employee.
    - 3.5.4.2. The date Retiree is covered as a dependent of a City Employee.
    - 3.5.4.3. The date Retiree dies.
- 3.6. Cost and Financial Information
  - 3.6.1. Contractor shall guarantee rates for the initial 36-month period.
  - 3.6.2. Contractor shall provide rate guarantees or rate caps (rates with a maximum percentage increase) for each extension option.
  - 3.6.3. Contractor shall guarantee rates and rate caps regardless of enrollment per plan year.
  - 3.6.4. Rates shall be provided on Section 0610 Price Sheet.
  - 3.6.5. The City will calculate monthly rates owed to Contractor for Employees and Retirees using enrollment information as of the first day of each month, provided by the City's Third-Party Eligibility Administrator (TPA). Contractor shall honor the enrollment dates of Employees and Retirees who enroll after the first day of each month. Contractor will be paid for these persons beginning the following month.
- 3.7. Eligibility
  - 3.7.1. The City's benefit plan year is January 1 to December 31. Open Enrollment starts mid-October and ends mid-November of each year.
  - 3.7.2. Contractor shall abide by the City's eligibility requirements.
  - 3.7.3. There are no file transfers for Group Life Insurance.
  - 3.7.4. No Evidence of Insurability shall be required during initial enrollment, annual Open Enrollment, or IRS Qualifying Life Events.
  - 3.7.5. The City reserves the right to determine if a participant is considered a late entrant.
  - 3.7.6. Contractor shall agree to the City's definition of Actively at Work.
  - 3.7.7. Contractor shall waive all pre-existing condition limitations.
  - 3.7.8. Coverage must be continued for Covered Persons on Military Leave as long as the applicable premiums are paid.
  - 3.7.9. A beneficiary is only allowed to receive one of the eligible benefits: Employee Basic and Supplemental Life, Retiree Life, Dependent Life, or Waiver of Premium, as applicable. The beneficiary will receive the benefit with the higher amount.
  - 3.7.10. Contractor shall accept and calculate coverage based on the salary amount at the time an Employee dies. This includes when a salary increase takes effect after an Accelerated Death Benefit claim or Waiver of Premium request was filed.
- 3.8. Waiver of Premium
  - 3.8.1. Waiver of Premium applies to Employee Basic Life and Supplemental Life Coverage.
  - 3.8.2. Waiver of Premium does not have an elimination period or age termination provision.
  - 3.8.3. To be eligible for Waiver of Premium, the Employee must submit written proof of the total and permanent disability to Contractor.
    - 3.8.3.1. Contractor shall incur the cost of the medical records required for review.
  - 3.8.4. An Employee must apply for Waiver of Premium within one year of their last day Actively at Work.

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- 3.8.5. Contractor shall waive Employee life premiums once the Employee is approved for Waiver of Premium and may periodically require the Employee to show proof of continuing disability.
- 3.8.6. Waiver of Premium is not subject to age reductions.
- 3.8.7. If an Employee is approved for Waiver of Premium, their retirement status will not affect the approved benefit amount.
- 3.8.8. In the event of cancellation of the Group Policy, individuals on Waiver of Premium shall have life insurance continued during the period of disability.
- 3.8.9. Waiver of Premium coverage ends on the applicable date:
  - 3.8.9.1. The date the Employee is no longer totally disabled.
  - 3.8.9.2. The date the Employee does not provide proof of total disability when requested by Contractor.
- 3.9. Accelerated Death Benefit
  - 3.9.1. Accelerated Death Benefit is for Employee Basic Life and Supplemental Life Coverage.
  - 3.9.2. To be eligible for Accelerated Death Benefit, the Employee must submit written proof of the terminal illness to Contractor.
    - 3.9.2.1. Contractor shall incur the cost of the medical records required for review.
- 3.10. Conversion Policies
  - 3.10.1. Conversion policies must be available for all coverages. If an Employee separates from employment, Employee shall be entitled to convert insurance to an individual policy. This conversion right shall also apply to dependents that cease to be insured because the Employee separated from employment, retired, died, or is no longer eligible. The City shall not be charged for conversion fees. The monthly rate shall include access to life insurance conversions.
  - 3.10.2. Contractor shall have insurance conversion options up to the coverage amounts an Employee was covered during the last day of the pay period which the Employee was Actively at Work.
  - 3.10.3. Conversion options shall not be subject to Evidence of Insurability.
  - 3.10.4. Conversion options shall be in effect immediately after the end of the pay period for which premiums were last paid.
- 3.11. Transition and Implementation
  - 3.11.1. Contractor shall take over all existing Life and AD&D insurance volumes for Employees, Retirees, and dependents without completing an Evidence of Insurability.
  - 3.11.2. Within 30 days of the contract being awarded, Contractor shall meet with the City to finalize the administrative procedures and expectations. Within 30 days of the meeting, Contractor shall provide the City with seven copies of an administrative manual detailing the plan design, administrative procedures, and expectations as agreed upon during the meeting.
  - 3.11.3. Contractor shall file and obtain approval by the Texas Department of Insurance any agreed upon modifications by January 1, 2021.
  - 3.11.4. Contractor shall agree to provide City staff with all materials and communications for review and approval prior to distribution.
  - 3.11.5. Contractor shall provide the City 50 printed copies and a PDF of Certificates in English and Spanish at no additional cost, within 30 days of completion of Certificate, but no later than January 1, 2021.
  - 3.11.6. Contractor shall provide training and education for appropriate City staff concerning all facets of program administration.

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- 3.11.7. Contractor shall be fully operational including ability to verify benefits and process claims as of 12:01 am January 1, 2021.
- 3.12. Customer Service
  - 3.12.1. Contractor shall have customer service staff available to answer questions Monday through Friday, from 8 am to 5 pm Central Time.
  - 3.12.2. Contractor shall provide designated staff to process City's Life claims.
  - 3.12.3. Contractor shall respond to calls and email from City staff within one business day of receipt of the call/email.
  - 3.12.4. Contractor shall provide online access to Contractor's services.
  - 3.12.5. Contractor's customer service shall include at a minimum, claims inquiries and problem resolution.
- 3.13. Claims Processing and Payment Requirements
  - 3.13.1. Contractor shall turnaround a complete life insurance claim including AD&D claims within 10 business days.
  - 3.13.2. Contractor shall turnaround a complete Waiver of Premium claim within 45 business days.
  - 3.13.3. Contractor shall not have a time limitation on filing claims.
  - 3.13.4. Contractor shall accept an assignment of benefits from funeral homes or third-party services.
  - 3.13.5. Contractor shall accept the City's process in which 1) the beneficiary completes the assignment paperwork with the funeral home or third-party services, 2) the funeral home or third-party services provides it to the City and 3) the City then submits the assignment along with the completed claims paperwork to the life insurance carrier.
  - 3.13.6. Contractor shall accept the following forms to process a death claim regardless of claim amount:
    - 3.13.6.1. Contractor's claim form.
    - 3.13.6.2. Faxed or scanned death certificate.
    - 3.13.6.3. Beneficiary designation form.
    - 3.13.6.4. Affidavit in lieu of beneficiary designation form.
    - 3.13.6.5. Accidental claim will include traffic accident and or toxicology reports.
    - 3.13.6.6. A screen print of the City's payroll eligibility reflecting Basic, Supplemental and Dependent Life coverage amounts provided by the City.
  - 3.13.7. Contractor shall work directly with beneficiaries to obtain required forms for claims handling.
  - 3.13.8. Contractor shall pay or reimburse out-of-the-country claims with receipt of an original certified death certificate and other pertinent information needed to process the claim.
  - 3.13.9. Contractor shall return the deceased body to the city where funeral services will be held in the United States.
  - 3.13.10. Contractor shall accept and convert non-English death certificates.
  - 3.13.11. Contractor shall provide beneficiary locating services at no additional charge.
  - 3.13.12. Contractor shall be able to accept paper or electronic beneficiary designation form.
- 3.14. Reporting Requirements
  - 3.14.1. Contractor shall provide quarterly and year-end reports broken out by Employee, Retiree, and plan type.
  - 3.14.2. Contractor shall provide quarterly and annual reports listing each claimant, status of claim, claim amount and type of claim, within 60 days of a reporting period.

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- 3.14.3. Contractor shall provide the City with the ability to view online claims data and produce reports.
- 3.15. Federal, State, and Local Law and related Requirements
  - 3.15.1. Contractor shall administer the life insurance plan in strict compliance with applicable federal, state, and local laws.
  - 3.15.2. All coverage provided will ensure compliance with the Federal Family and Medical Leave Act of 1993. Specifically, the coverage Certificate will allow participants to continue coverage while on Family Medical Leave. Reinstatement of coverage upon the participant's return from leave without any exclusions or limitations will be required.
  - 3.15.3. Contractor shall notify the City of changes in law, regulations, or other requirements that affect the life plans offered.
  - 3.15.4. Beneficiary Designation - If no named beneficiary survives the Employee or if they have not named a beneficiary, the amount of insurance will be paid according to state law or facility of payment.

**4.0 EMPLOYEE BASIC GROUP TERM LIFE**

- 4.1. This benefit is only available to Employees.
- 4.2. Benefit amount is one times the Base Annual Salary and shall not have a maximum salary amount.
  - 4.2.1. Employees have the option of capping their insurance at \$50,000 as applicable to avoid imputed income tax.
  - 4.2.2. Employees have the option to revert their \$50,000 cap Basic Life insurance to one times Base Annual Salary during annual Open Enrollment or during an IRS Qualifying Life Event.
- 4.3. Accelerated Death Benefits are required with Employee Basic Life insurance with the cost included in the rate.

**5.0 EMPLOYEE SUPPLEMENTAL GROUP TERM LIFE**

- 5.1. This benefit is only available to Employees.
- 5.2. Benefit Amounts shall not have a maximum salary amount:
  - 5.2.1. One times Base Annual Salary.
  - 5.2.2. Two times Base Annual Salary.
  - 5.2.3. Three times Base Annual Salary.
  - 5.2.4. Four times Base Annual Salary.
- 5.3. New Employees and newly eligible Employees are guaranteed issued and can elect up to four times their Base Annual Salary without completing an Evidence of Insurability.
- 5.4. Supplemental Life insurance can be increased:
  - 5.4.1. One level during annual Open Enrollment with a January 1 effective date without completing an Evidence of Insurability.
  - 5.4.2. One level due to an IRS Qualifying Life Event if an enrollment form is completed within 31 days of the change without completing an Evidence of Insurability.
- 5.5. Accelerated Death Benefits are required with Employee Supplemental Life insurance with the cost included in the rate.

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**6.0 EMPLOYEE ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)**

- 6.1. This benefit is only available to Employees.
- 6.2. Benefits apply to both Employee Basic and Employee Supplemental Life coverage.
- 6.3. Contractor shall match current benefits or propose better benefit amounts.
- 6.4. Benefits include at a minimum:
  - 6.4.1. Seatbelt rider benefit at 10% of employee coverage amount, to a maximum of \$10,000.
  - 6.4.2. Repatriation – including but not limited to paying or reimbursing the return of a body that is in a foreign country or outside the city of residence at actual costs, to a maximum of \$5,000.
  - 6.4.3. Coverage for Exposure and Disappearance.
  - 6.4.4. Airbag rider benefit at 10% of employee coverage amount, to a maximum of \$10,000.
- 6.5. Benefits are payable in the event of an accidental death, which includes emergency service personnel while traveling on ground or flight while performing their jobs.
- 6.6. Minimum benefits required: If an injury to the insured person results within 365 days of the date of the accident that caused the injury, in any one of the losses specified below, the Contractor will pay the percentage of the principal sum shown below for that loss:

For Loss of	Percentage of Principal
Life	100%
Sight of one (1) eye	50%
One (1) Limb	50%
Speech <b>and</b> Hearing	100%
Speech <b>or</b> Hearing	50%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%

**7.0 DEPENDENT GROUP TERM LIFE**

- 7.1. This benefit is only available to Employees.
- 7.2. Current benefit amounts - The City is requesting coverage for the current Dependent Life coverage amounts:
  - 7.2.1. Option One:
    - Spouse/Domestic Partner – \$10,000.
    - Child(ren) regardless of age – \$5,000.
  - 7.2.2. Option Two:
    - Spouse/Domestic Partner – \$20,000.
    - Child(ren) regardless of age – \$10,000.
- 7.3. The City is requesting coverage for an additional option below:
  - 7.3.1. Option Three:
    - Spouse/Domestic Partner – \$30,000.
    - Child(ren) regardless of age – \$20,000.
- 7.4. The City may choose two Dependent Life Insurance options.

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**8.0 RETIREE BASIC GROUP TERM LIFE**

- 8.1. This benefit is only available to Retirees.
- 8.2. Current benefit amount - The City is requesting the current coverage of \$1,000 for the Retiree Basic Life paid by the City.
- 8.3. The City is requesting coverage for additional options below:
  - 8.3.1. Option Two: \$5,000.
  - 8.3.2. Option Three: \$10,000.
- 8.4. The City may choose one Retiree Basic Life option only.
- 8.5. An employee who retires and is enrolled in Retiree Basic Group Term Life has one year from the last day of Actively at Work to apply for Employee Waiver of Premium under the Employee Basic Life and Employee Supplemental Life.

**9.0 EXHIBITS:**

- 9.1. Exhibit 1 – Employee Enrollment
- 9.2. Exhibit 1a – Employee Enrollment Census as of 06052020
- 9.3. Exhibit 2 – Retiree Census
- 9.4. Exhibit 3 – Life Rate History
- 9.5. Exhibit 4 – Experience Reports Package thru Dec 2019
- 9.6. Exhibit 4a – Experience Reports Package from Jan 2020 - April 2020
- 9.7. Exhibit 5 – 2020 Employee Benefits Guide
- 9.8. Exhibit 6 – 2020 Benefits Guide for Retirees and Surviving Dependents
- 9.9. Exhibit 7 - Group Term Life and AD&D, Certificate of Insurance for Employee
- 9.10. Exhibit 8 – Group Term Life and AD&D, Certificate of Insurance for Retiree
- 9.11. Exhibit 9 – Waiver of Premium Benefits Detail Client Report Jan 2015 thru April 2020
- 9.12. Exhibit 10 – Client Satisfaction Survey
- 9.13. Exhibit 11 – Life Claims Report Jan 2015 thru YTD June 2020

**10.0 TERM OF CONTRACT:**

The term of the contract shall be 5 years and remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. The City or Contractor will provide a 12 month notice if the contract will not be extended.

The City will not pay a commission. The City will contract directly with the carrier/administrator. The City will not accept quotes from agents or brokers, and no commissions or fees will be paid by the City to agents or brokers.

**11.0 DESIGNATION OF KEY PERSONNEL:**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:



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	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
Contractor - Contract Manager	To be determined		
City Contract Manager	Lynnette Hicks	512-974-3395	<a href="mailto:Lynnette.Hicks@austintexas.gov">Lynnette.Hicks@austintexas.gov</a>
City Contract Administrator, Procurement Specialist	Cyrenthia Ellis	512-974-1709	<a href="mailto:Cyrenthia.Ellis@austintexas.gov">Cyrenthia.Ellis@austintexas.gov</a>

**12.0 INVOICE AND PAYMENT ADDRESS:**

The City's preference is to have invoices emailed to [Lynnette.Hicks@austintexas.gov](mailto:Lynnette.Hicks@austintexas.gov) or mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Accounts Payable
Address	One Texas Center, 505 Barton Springs Road, Ste. 600
City, State, Zip Code	Austin, TX 78704-1245

For questions regarding your invoice/payment please contact the City Contract Manager.

**ATTACHMENT 1 - BUSINESS ORGANIZATION QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section II of your Proposal response.

	<u>Question</u>	<u>Response</u>		
1.	Name of Company?	Metropolitan Life Insurance Company (MLIC)		
2.	Name of Parent Company (if applicable)?	MetLife, Inc.		
3.	Location of corporate office?	200 Park Ave. New York, NY 10166-0005		
4.	Legal form of organization (corporation, partnership, non-profit, etc.)?	Metropolitan Life Insurance Company (MLIC) is a subsidiary of MetLife, Inc., a publicly traded corporation.		
5.	How long has your company provided this service?	152 years		
6.	Current number of participating employer group clients?	<u>Under 5,000 lives</u> 31,535 Group Life customers	<u>Over 5,000 lives</u> 665 Group Life customers	
7.	Current number of public sector clients?	We have 1,684 Group Life public sector customers, covering 7.3 million eligible lives.		
8.	Number of total covered lives in:	<u>2017</u> 21.2 million	<u>2018</u> 22.2 million	<u>2019</u> 29.0 million
9.	Is there any litigation and/or government action pending, or has there been any taken or proposed against your company during the last five years?	<p>Lawsuits happen occasionally during the normal course of business. Additionally, state and federal authorities regularly make inquiries and conduct investigations regarding our compliance with applicable laws and regulations. In some cases, we have been assessed a financial penalty.</p> <p>Current and recent litigation, regulation and claims matters can be found in MetLife, Inc.’s most recent 10-K and 10-Q filings. These filings are available at <a href="http://www.metlife.com">www.metlife.com</a>. We believe the matters noted within will not affect the quality service and support you expect from us.</p>		
10.	Has your company experienced any security breaches where Protected Health Information was compromised in the last 24 months? If yes, how long did it take for you to notify impacted participants and their employer?	MetLife has had one security breach within the past 24 months where Protected Health Information was compromised. This was not a hacking incident or a system breach – rather, it was a technical issue where certain employees at a group customer were temporarily able to view certain information for other employees at the same group customer. The impacted employer discovered this error and we collaborated with them to create a notification for the impacted participants which was sent within 60 days of the discovery as required by HIPAA.		

**ATTACHMENT 1 - BUSINESS ORGANIZATION QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
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11.	Describe any subcontractor relationships your company intends to utilize in the performance of services proposed and how long the relationship has been in place.	<p>The following subcontractor information is considered proprietary.</p> <p>The subcontractors we may use across our Life book of business are:</p> <ul style="list-style-type: none"> <li>• <b>Brown &amp; Joseph, Ltd</b> – Partner since 2006; Overpayment recovery and collection services when required;</li> <li>• <b>Conduent</b> – Partner since 2010; Receipt of Statement of Health (SOH) applications and mailroom and document management and workflow management;</li> <li>• <b>EDM Americas</b> – Partner since 2004; Imaging, indexing and sorting of paper documents related to Life claims;</li> <li>• <b>EMSI</b> – Partner since 2014; Paramedical exams and/or requests for attending physician reports;</li> <li>• <b>Eriksen Translations, Inc.</b> – Partner since 2009; Over-the-phone interpretation and/or document translation services;</li> <li>• <b>ExamOne</b> – Partner since 2006; Paramedical exams and/or requests for attending physician reports;</li> <li>• <b>LabOne</b> – Partner since 2006; Paramedical exam specimen processing;</li> <li>• <b>LanguageLine Solutions, Inc.</b> – Partner since 1995; Over-the-phone interpretation and/or document translation services;</li> <li>• <b>MetLife Global Operations Support Center (GOSC)</b> – Established in 2007; Claims and transactional support;</li> <li>• <b>MetLife Services and Solutions, LLC (MSS)</b> – Established in 2018; Claims and transactional support.</li> </ul> <p>Additionally, we intend to engage the following City of Austin certified M/WBE subcontractors to support the administration of the City's Life insurance program:</p> <ul style="list-style-type: none"> <li>• <b>TrachMar</b> – Printing and distribution of collateral material;</li> <li>• <b>Follmer &amp; Associates, Inc.</b> – Employee benefits consulting and benefit fair support.</li> </ul>
12.	Provide an organizational diagram that illustrates the legal relationship between all organizations involved in your proposed solution to this RFP. Provide at a minimum, the name of the organization, legal relationship, and the length of the relationship.	<p>Metropolitan Life Insurance Company (MLIC) is providing this quote. MLIC, a New York domestic stock life insurer, was incorporated on March 24, 1868. MLIC became a direct, wholly owned subsidiary of MetLife, Inc. in 2000.</p> <p>We have provided an organizational diagram of MetLife, Inc. and its subsidiaries in Section II.</p>

Note: Use additional pages as necessary.

**ATTACHMENT 4 - ACCOUNT TEAM INFORMATION QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section III of your Proposal response.

	<b>Account Team Staff</b>	<b>Response</b>
<b>1.</b>	<b>Staff Name:</b>	<b>Philip Kennedy, Senior Account Executive</b>
	Location:	Dallas, TX
	Years with company:	18
	Years of experience handling life	18
	Total number of accounts to service:	15
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	972-246-3870
	Email	pkennedy@metlife.com
<b>2.</b>	<b>Staff Name:</b>	<b>John Pittman, Vice President</b>
	Location:	Dallas, TX
	Years with company:	18
	Years of experience handling life	18
	Total number of accounts to service:	Not applicable to this role.
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	972-246-3813
	Email	jc_pittman@metlife.com
<b>3.</b>	<b>Staff Name:</b>	<b>Craig Teti, Public Sector Senior Account Executive</b>
	Location:	Dayton, OH
	Years with company:	34
	Years of experience handling life	34
	Total number of accounts to service:	Not applicable to this role.
	Percent of time dedicated to the City:	Not applicable to this role.
	Contact number	937-847-8200
	Email	cteti@metlife.com
<b>4.</b>	<b>Staff Name:</b>	<b>Jenny Rohren, AVP</b>
	Location:	Dallas, TX
	Years with company:	16
	Years of experience handling life	20
	Total number of accounts to service:	Not applicable to this role.
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	972-246-3845
	Email	jrohren@metlife.com

**ATTACHMENT 4 - ACCOUNT TEAM INFORMATION QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
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**GROUP LIFE INSURANCE**

	<u>Account Team Staff</u>	<u>Response</u>
<b>5.</b>	<b>Staff Name:</b>	<b>Amy Jacobsen, Client Service Director</b>
	Location:	Aurora, IL
	Years with company:	18
	Years of experience handling life	21
	Total number of accounts to service:	Not applicable to this role.
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	630-820-7774
	Email	ajacobsen@metlife.com
<b>6.</b>	<b>Staff Name:</b>	<b>Dianne Dillinger, Client Service Consultant</b>
	Location:	Austin, TX
	Years with company:	9
	Years of experience handling life	6
	Total number of accounts to service:	10
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	512-971-3129
	Email	ddillinger@metlife.com
<b>7.</b>	<b>Staff Name</b>	<b>Paulene Cardenas, Financial Manager</b>
	Location:	Aurora, IL
	Years with company:	5
	Years of experience handling life	18
	Total number of accounts to service:	Not applicable to this role.
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	630-820-7360
	Email	pauline.cardenas@metlife.com
<b>8.</b>	<b>Staff Name:</b>	<b>Thai Bui, Financial Consultant</b>
	Location:	Irvine, CA
	Years with company:	14
	Years of experience handling life	14
	Total number of accounts to service:	33
	Percent of time dedicated to the City:	We are dedicated to delivering exceptional service and do not place time limitations on our staff. Team members are available as needed to ensure quality service is achieved.
	Contact number	949-471-2309
	Email	tbui@metlife.com

Note: Use additional pages as necessary.

**ATTACHMENT 2 - REFERENCES QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section IV of your Proposal response.

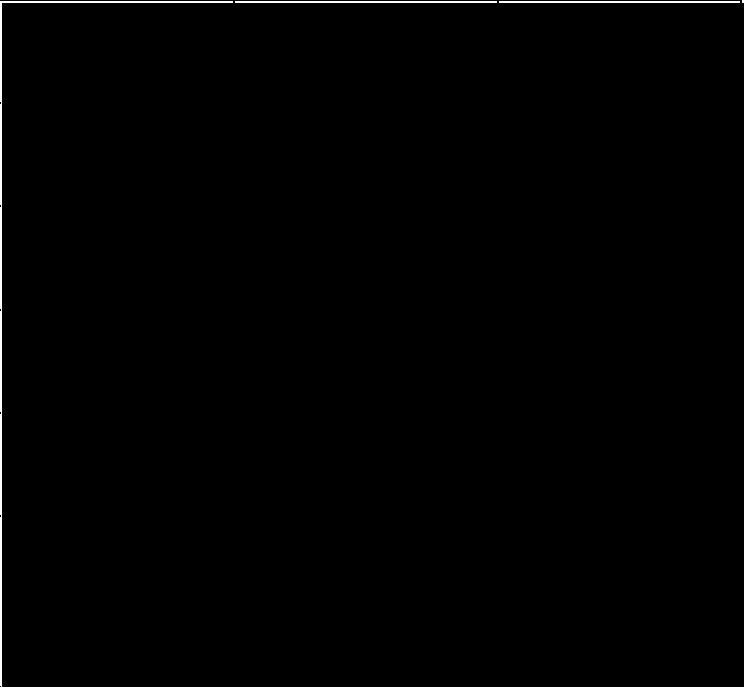
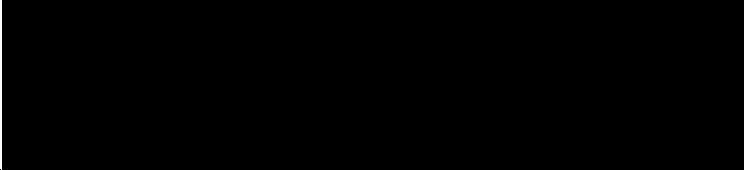
	Requested Information	Response
1.	Provide your company's relevant experience, qualifications, and expertise providing life services described in the Section 0500 Scope of Work.	<p>We manage some of the largest, most complex Life programs in the world including more than 32,200 group life plans representing over 29 million lives. Consequently, we have visibility into a wide range of plan designs, communication strategies, and service models. We would enthusiastically share the best practices we have observed with the City of Austin.</p> <p>Within the public sector, we are responsible for providing Group Life insurance and services to 1,684 employers, including 187 in Texas. In addition, we provide Life insurance benefits to large, local government clients, including the cities of Chicago, Baltimore, Milwaukee, and Detroit, and the counties of Los Angeles and San Diego, among many other municipalities, educational institutions, and other public sector entities. One of our most notable large public sector life insurance customers is the Federal Employees' Group Life Insurance (FEGLI) program. This contract represents the largest Group Life insurance program in the world. It was established by Congress in 1954 and provides Basic and Optional Life Insurance coverage for Federal employees, retirees and their families. The FEGLI program covers 4.1 million active employees and annuitants.</p>
2.	Provide letters of recommendations that your company has received.	We are not providing letters of recommendation at this time.
3.	<p>Provide a list of five current or previous public-sector clients with over 5,000 employees. Reference contacts must be aware that they are being used and should be agreeable to City interview for follow-up. References shall include the following:</p> <ul style="list-style-type: none"> <li>• Agency</li> <li>• Number of employees</li> <li>• Number of retirees</li> <li>• Year contract was awarded and length of contract</li> <li>• Agency contract manager</li> <li>• Title</li> <li>• Direct telephone number</li> <li>• Email address</li> </ul>	<p><b><u>City of Baton Rouge/Parish of East Baton Rouge</u></b></p> <ul style="list-style-type: none"> <li>• <b>Number of employees:</b> 3,700</li> <li>• <b>Number of retirees:</b> 3,000</li> <li>• <b>Year contract was awarded and length of contract:</b> 2010 to present</li> <li>• <b>Agency contract manager:</b> Michelle Longino</li> <li>• <b>Title:</b> Human Resources Division Manager</li> <li>• <b>Direct telephone number:</b> 225-389-3141 ext. 201</li> <li>• <b>Email address:</b> mlongino@brgov.com</li> </ul> <p><b><u>City of Detroit</u></b></p> <ul style="list-style-type: none"> <li>• <b>Number of employees:</b> 11,000</li> <li>• <b>Number of retirees:</b> 1,000</li> <li>• <b>Year contract was awarded and length of contract:</b> 2004 to present</li> <li>• <b>Agency contract manager:</b> Jeremiah Gross</li> <li>• <b>Title:</b> Benefits Supervisor</li> <li>• <b>Direct telephone number:</b> 313-224-9387</li> <li>• <b>Email address:</b> jeremiahg@detroitmi.gov</li> </ul>

**ATTACHMENT 2 - REFERENCES QUESTIONNAIRE  
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REQUEST FOR PROPOSAL NO. 5800 CTE3006  
GROUP LIFE INSURANCE**

	<p><b><u>County of Ventura</u></b></p> <ul style="list-style-type: none"> <li>• <b>Number of employees:</b> 8,600</li> <li>• <b>Number of retirees:</b> 1,200</li> <li>• <b>Year contract was awarded and length of contract:</b> 2017 to present</li> <li>• <b>Agency contract manager:</b> Tracy Sewell</li> <li>• <b>Title:</b> Employee Benefits Manager</li> <li>• <b>Direct telephone number:</b> 805-648-9218</li> <li>• <b>Email address:</b> tracy.sewell@ventura.org</li> </ul> <p><b><u>Los Angeles Unified School District</u></b></p> <ul style="list-style-type: none"> <li>• <b>Number of employees:</b> 60,500</li> <li>• <b>Number of retirees:</b> 38,000</li> <li>• <b>Year contract was awarded and length of contract:</b> 2019 to present</li> <li>• <b>Agency contract manager:</b> Priti Kapoor</li> <li>• <b>Title:</b> Benefits Manager</li> <li>• <b>Direct telephone number:</b> 213-241-5644</li> <li>• <b>Email address:</b> priti.kapoor@lausd.net</li> </ul> <p><b><u>St. Louis County</u></b></p> <ul style="list-style-type: none"> <li>• <b>Number of employees:</b> 3,800</li> <li>• <b>Number of retirees:</b> 2,900</li> <li>• <b>Year contract was awarded and length of contract:</b> 2003 to 2011 (8 years)</li> <li>• <b>Agency contract manager:</b> Susan Kane</li> <li>• <b>Title:</b> Benefits Manager</li> <li>• <b>Direct telephone number:</b> 314-615-8113</li> <li>• <b>Email address:</b> skane@stlouisco.com</li> </ul>
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**ATTACHMENT 3 - CUSTOMER SERVICE QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section VI of your Proposal response.

	<u><b>Question</b></u>	<u><b>Response</b></u>
1.	Location of customer service unit and claims unit?	Oriskany, NY
2.	Number of Customer Service Representatives (CSR)?	23
3.	Number of CSR staff designated to the City?	23 Call center staff are not designated to specific clients.
4.	Number of Spanish speaking CSRs designated to the City?	All Life customer service personnel have access to interpreters through LanguageLine Solutions, Inc. This is a full-service language interpretation and translation company that provides over-the-phone interpretation in over 200 languages.
5.	Target ratio of CSRs to enrolled participants?	With over 22 million participants, the ratio of Customer Service Representatives to covered lives is 1:957,000.
6.	Average daily number of incoming calls?	
7.	Average daily number of calls per CSR?	
8.	Average speed to answer in seconds?	
9.	Average “hold time” before a CSR is available?	
10.	Percentage of calls abandoned?	
11.	Turnover rate for customer service unit?	1 
12.	Do your claim processors have the ability to email directly to the City’s Benefits staff approvals, copies of letters sent to employees, denials to expedite the communication between carrier and City staff?	For Life Insurance, letters to employees or beneficiaries are typically requests for additional information or information accompanying a payment. We do not send copies of correspondence to employers due to privacy rules. Your Client Service Consultant will partner with our claims team and the City to provide advance notice of sensitive or escalated claims correspondence, in addition to notices of claim payments made.  You will have access to claim status and data on MetLink, our employer website. You can also set up automatic weekly SOH activity and status reports or receive push reports in real time via MetLink. Lastly, you can check claim and SOH application status by individual applicant on MetLink.



**ATTACHMENT 5 - SYSTEM CAPABILITIES QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section VI of your Proposal response.

	<u><b>Question</b></u>	<u><b>Response</b></u>
1.	Is your application web-based or client-based?	<p>Web-based.</p> <p>Our state-of-the-art claim system captures customer-specific plan information and automates the key processes required to adjudicate a Life claim.</p> <p>The system automatically processes lower dollar benefit payments and interest calculations and reviews information in real-time to reduce processing time and increase accuracy. This provides claim personnel with more time to focus on reviewing complex claims, resulting in timelier processing and a consistent, accurate claims experience.</p>
2.	Do you provide web services or custom interfaces to interact with your system?	<p>Yes.</p> <p>We offer three websites to help you and your employees obtain valuable and customized benefits quickly:</p> <ul style="list-style-type: none"> <li>• <b>MetLink</b> for employers;</li> <li>• <b>MyBenefits</b> for employees;</li> <li>• <b>Online Beneficiary Claims Website</b> for beneficiaries.</li> </ul> <p>Using MetLink, the City's benefits staff have immediate access to a variety of functions and features, including claims management, eligibility and enrollment, Statement of Health (SOH) status, billing, reporting, forms, email alerts, legislative and regulatory releases, and user guides.</p> <p>Your employees can use MyBenefits to manage their beneficiaries and complete SOH activities.</p> <p>Beneficiaries have access to our Online Beneficiary Claims website, which allows them to complete claimant statements online and upload supporting documents. It also offers the ability to upload claim documents at any point during the claim process. Beneficiaries can check their claim status at any time.</p>
3.	What is your uptime percentage?	<p>Proprietary.</p> <div style="background-color: black; height: 100px; width: 100%;"></div>
4.	Do you have a disaster recovery plan?	<p>Yes, we have a documented corporate policy that requires each business unit to develop a continuity plan.</p> <p>Pursuant to this policy, our IT Risk and Security Department has the full-time responsibility of coordinating the development, testing and maintenance of these plans. Continuity plans are developed, tested and</p>

**ATTACHMENT 5 - SYSTEM CAPABILITIES QUESTIONNAIRE**  
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		<p>approved by management for all MetLife business locations, production IT systems and applications. Updating our business continuity and IT recovery plans is an ongoing initiative.</p> <p>Our Internal Auditing Department requires compliance with business continuity standards in its audits of business processes, systems and applications.</p> <p>We have provided MetLife's Global Resiliency Overview in <b>Exhibit 5</b>.</p>
5.	How quickly can your system be up and running in case of downtime?	<p>Proprietary.</p> <div style="background-color: black; height: 40px; width: 100%;"></div>
6.	What is your process for sending encrypted email information?	<p>Proprietary.</p> <div style="background-color: black; height: 150px; width: 100%;"></div>
7.	Currently, the City files claims via fax or mail. Detail your organization's online customer service capabilities for City staff to file, monitor and report claims.	<p>Using MetLink, our employer website, City staff can file Life Insurance, Accidental Death and Dismemberment and Accelerated Death Benefits claims for covered employees or dependents, either submitting claims immediately or saving work to be completed later. In addition, City staff can upload supporting documentation, either along with the initial claim submission or at a later time, and return at any time to check claim status.</p> <p>If you prefer, the City and its benefits administrator also have the option to fax or mail claims and supporting information.</p>
8.	Explain your online submission process and capabilities.	<p>You or your assigned recordkeeper can submit Life Insurance claims and employer information via MetLink, our employer website. You or your recordkeeper can also upload supporting claim documentation, such as enrollment forms, via MetLink.</p> <p>Beneficiaries can submit their claim forms, upload documents and check claim status online via our Group Life Beneficiary Claims website if you have chosen that option to be available to your employees.</p> <p>If you prefer, the City, its benefit administrator and beneficiaries also have the option to fax or mail claims and supporting information.</p>
9.	Provide a website link to demo your system's website.	<p>For a tour of our employer and employee websites, visit our demo at <a href="http://qa.metdemo.metlife.com/MetDemo/b37fb9f6-5a8f-42db-8422-f89027427419">http://qa.metdemo.metlife.com/MetDemo/b37fb9f6-5a8f-42db-8422-f89027427419</a></p> <p>Use your email for the log in and <b>getmet19</b> for the password.</p>

**ATTACHMENT 6 - LIFE INSURANCE ADMINISTRATION QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section VI of your Proposal response.

	<b><u>Question</u></b>	<b><u>Response</u></b>
1.	Describe your process and the City's role when filing a life claim. Include a listing of the documentation required to provide with claim submittal.	<p>To begin the claim process, you (or your recordkeeper) are required to submit an Employer's Statement to MetLife. We will provide you with our standard claim form during your plan implementation. The Employer's Statement lists all benefits being claimed and must be signed or stamped by an authorized representative. If the employer's statement is incomplete, we will contact you or your recordkeeper for the additional information.</p> <p>The employer usually submits the Employer's Statement portion separately from the claimant since the claimant's form it could contain sensitive medical information.</p> <p>The Employer Statement requests the following:</p> <ul style="list-style-type: none"> <li>• The employee/member's enrollment form, including details of their coverage for the last two years;</li> <li>• The beneficiary designation form (if there is no beneficiary, please check the 'No' box on the Employer/benefit administrator statement which states no beneficiary designation is available);</li> <li>• If the employee/member assigned ownership of the coverage, the related assignment papers;</li> <li>• If accidental death benefits are being claimed, police reports and other supporting documents;</li> <li>• If a beneficiary is deceased, a copy of his or her death certificate.</li> </ul> <p>The employer must then give the claimant the following documents:</p> <ul style="list-style-type: none"> <li>• The cover letter from MetLife;</li> <li>• Life insurance claim form;</li> <li>• Information regarding the Total Control Account.</li> </ul> <p>You or your assigned recordkeeper can submit Life Insurance claims via MetLink, our employer website. More than 60% of Employer Statements for Life claims are submitted online via MetLink, our employer website. This is one part of the claim and does not include the beneficiary's submission.</p>
2.	Describe your requirements and payment process when benefits are assigned.	<p>To execute an assignment, the plan participant contacts his or her employer's recordkeeper to obtain the assignment form. The participant completes and returns the form to the employer's recordkeeper for coordination of sign-off by the Group Policyholder and insurance carrier (MetLife). The recordkeeper maintains responsibility for the upkeep of the assignment and at the point of claim, submits the assignment form to us.</p> <p>No assignment is binding unless it is a form that has been accepted by MetLife in writing. We assume no obligation to the validity or the sufficiency of any assignment. The assignor is responsible for the legitimacy of the documentation.</p>

3.	What kind of documentation is required for deaths outside of the United States?	If death occurs outside the United States, we require documents to be authenticated by the American Consulate or bear the stamp of the Apostille. If the employee is a U.S. citizen, the Death of an American Citizen Abroad form issued by the American Consulate is also an acceptable form of proof of death.
4.	Describe the claim process when a minor child is listed as the beneficiary.	Upon receipt of certified guardianship papers of the minor's estate or property, we can make payment to the guardian in his or her capacity as guardian. If guardianship papers are not received, we put the death benefit in a blocked, interest-bearing Minor on Deposit Account for a minor beneficiary until the minor attains the legal age to receive the death benefit or the appropriate guardianship papers are received.
5.	Describe the claim process when a spouse is named beneficiary for less than the amount/percentage allowed by certain states.	We provide a spouse waiver form to the benefit administrator or recordkeeper, which documents the consent of the spouse when the enrollee chooses to name someone other than the spouse as the beneficiary or when a spouse is named beneficiary for less than the amount/percentage allowed.
6.	What is your process for locating beneficiaries when information is not available by the City?	<p>We send at least three letters and we attempt to contact the beneficiary by phone if a phone number is available. If we cannot locate beneficiaries by mail or phone, we may contact the funeral home, ask the person who informed us of the death, search paid and public websites or use the public obituary to identify family members to help locate the beneficiary.</p> <p>If we are unsuccessful with these attempts, we review the claim based on the information on file and pay beneficiary proceeds to a liability account once we have established liability for the claim. The claim is then considered paid for our accounting purposes. Proceeds are eventually escheated to the appropriate state.</p>
7.	Provide a listing, description, and examples of management reports provided on a monthly, quarterly, semi-annual, and annual basis as described in this section.	<p>During your implementation, your Client Service Consultant (CSC) will review your reporting schedule and requirements with you. Requirements could include specific data to be reported, reporting frequency and, if necessary, custom reports. Following are our standard reports:</p> <ul style="list-style-type: none"> <li>• <b>Annual Financial Overview</b> – Presents a financial accounting summary to include premium and claim analysis, reporting on reserves, an enrollment analysis and potentially cause of death with book-of-business benchmarks review;</li> <li>• <b>Customer Claim File Report (CCF)</b> (monthly, quarterly, semi-annual, annual) – Provides detailed claim data for a defined date range such as date of birth, coverage type, claimant name, employee ID, date of death, date reported, date paid and paid amount, includes ported and converted claims;</li> <li>• <b>Detailed Claim Report (DCR)</b> (monthly, quarterly, semi-annual, annual) – Shows claim information including the amount paid, date paid, claim reference number, name of the insured, date incurred, date processed and other specific claim data, including ported and converted claims;</li> <li>• <b>Grief Counseling Usage</b> (monthly, quarterly, semi-annual, annual) – Reports usage based on the services or features accessed;</li> <li>• <b>Premium versus Claims (PVC)</b> (monthly) – Compares billed premium over a specific period with the claims paid on behalf of participants during that same period, contains coverage loss ratios;</li> <li>• <b>Statement of Health Status Reporting</b> (weekly, or in real-time online) – Provides counts of how many of your employees submitted an SOH application, how many were approved and denied, and can provide counts by coverage;</li> </ul>

		<ul style="list-style-type: none"> <li>• <b>Waiver of Premium Report</b> (upon request) – Provides waiver status, can be added by request.</li> </ul>
8.	Provide a list and samples of all items your company requires of a client (e.g. group application).	<p>MetLife requires a signed application in order to begin implementing a fully insured customer.</p> <p>Under state insurance laws, our policy, which includes the application, certificates, amendments and/or endorsements, will become the legal contract between the policyholder and MetLife.</p> <p>We have provided a sample Group Insurance Application in <b>Exhibit 1</b>; a sample Policy in <b>Exhibit 2</b>; a sample Booklet Certificate in <b>Exhibit 3</b>; and a sample Statement of Responsibility in <b>Exhibit 4</b>.</p>
9.	What is the Evidence of Insurability process inclusive of turnaround times?	<p><b>Evidence of Insurability Process</b></p> <p>Our Statement of Health (SOH) system combines review functions, online status tracking of review determinations and automated correspondence generation to support medical review activities.</p> <p>Our SOH form is designed so that underwriting evaluation can be done without the need for additional medical information. Responses to the SOH questions allow us to accept or deny the majority of applicants.</p> <p>Information obtained from the medical evidence questionnaire is loaded into our SOH system. If certain criteria are not met, the SOH is referred to an underwriter for further review. The underwriter will either approve or decline the application, request additional information from the applicant's physician or request that the applicant have a paramedical examination.</p> <p>In the event that a paramedical exam is necessary, we will pay the cost of the exam if the applicant utilizes one of our contracted external vendors in lieu of having the exam performed by a personal physician. The exam may be completed at a home, office or at a local vendor office.</p> <p>We partner with vendors to improve the method of requesting and receiving medical records for employees at no cost to the employee/member. The vendor facilitates requests for attending physician statements, contacts the appropriate physicians, requests medical records and arranges for payment.</p> <p>These services make it easier for your employees to apply for the coverage they need to adequately protect their families and eliminate their out-of-pocket costs.</p> <p>When a request for a review is received after a denial has been issued, we will process the review and respond in writing as long as receipt is within the 60-day allotted timeframe.</p> <p>The review of late plan entrant applications and/or evidence of insurability requests are conducted by our SOH unit.</p> <p><b>Turnaround Time</b> Proprietary.</p>

Note: Use additional pages as necessary.

**ATTACHMENT 7 - ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) QUESTIONNAIRE**  
**CITY OF AUSTIN PURCHASING OFFICE**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Complete and place in Section VI of your Proposal response.

<b><u>Question</u></b>			
1.	Below is the current minimum required percentage of Accidental Death and Dismemberment (AD&D) coverage. In the third column provide a listing of your percentage of principal for each loss and additional benefits your organization covers.		
	<b><u>For loss of:</u></b>	<b><u>Minimum % Required</u></b>	<b><u>Response</u></b>
	a. Life	100%	100%
	b. Sight of one (1) eye	50%	50%
	c. One (1) Limb	50%	50%
	d. Speech and Hearing	100%	100%
	e. Speech or Hearing	50%	50%
	f. Thumb and Index Finger of Same Hand	25%	25%
	g. Quadriplegia	100%	100%
	h. Paraplegia	75%	75%
	i. Hemiplegia	50%	50%
2.	Provide a listing of any additional AD&D coverages available.	<p>Our standard Table of Covered Losses includes the following:</p> <ul style="list-style-type: none"> <li>• Loss of Life</li> <li>• Loss of Hand</li> <li>• Loss of Foot</li> <li>• Loss of Arm</li> <li>• Loss of Leg</li> <li>• Loss of Sight in One Eye</li> <li>• Loss of any Combination of Hand, Foot, or Sight</li> <li>• Loss of Thumb and Index Finger on Same Hand</li> <li>• Loss of Speech and Hearing</li> <li>• Loss of Speech or Hearing</li> <li>• Paralysis of Both Arms and Both Legs</li> <li>• Paralysis of Both Legs</li> <li>• Paralysis of the Arm &amp; Leg on Either Side of the Body</li> <li>• Paralysis of One Arm or Leg</li> <li>• Brain Damage</li> <li>• Coma</li> </ul> <p>We also offer an optional covered loss for Third Degree Burn; the benefit percentage is equal to the percent of the body that is burned.</p>	

3.	Indicate all AD&D standard exclusions.	<p>We will not pay benefits for any loss caused by or contributed to by:</p> <ul style="list-style-type: none"> <li>• Physical or mental illness or infirmity, diagnosis of or treatment for the illness or infirmity;</li> <li>• An infection, other than infection occurring in an external accidental wound or from food poisoning;</li> <li>• Suicide or attempted suicide;</li> <li>• Intentionally self-inflicted injury;</li> <li>• The voluntary intake or use by any means of: <ul style="list-style-type: none"> <li>- Any drug, medication or sedative, unless it is taken or used as prescribed by a physician or if “over the counter” drug, medication or sedative, taken as directed;</li> <li>- Alcohol in combination with any drug, medication or sedative;</li> <li>- Poison, gas or fumes.</li> </ul> </li> <li>• War, whether declared or undeclared, or any act of war, insurrection, rebellion or active participation in a riot;</li> <li>• Committing or trying to commit a felony;</li> <li>• Service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;</li> <li>• Any incident related to travel in an aircraft: <ul style="list-style-type: none"> <li>- As a pilot, crew member, flight student or while acting in any capacity other than as a passenger;</li> <li>- For the purpose of parachuting or otherwise exiting from such aircraft while it is in flight, except for self-preservation;</li> <li>- Device used for testing or experimental purposes; or by or for any military authority; or for travel or designed for travel beyond earth’s atmosphere.</li> </ul> </li> <li>• Driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.</li> </ul>
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## HIPAA BUSINESS ASSOCIATE AGREEMENT

### CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. RFP 5800 CTE3006 GROUP LIFE INSURANCE

The City of Austin ("City") and Metropolitan Life Insurance Company ("Contractor") hereby agree that the following terms and conditions are made a part of the Agreement, to go into effect on July 30, 2020 (such contract and this Exhibit are collectively referred to herein as "Contract"), for all purposes to the extent that HIPAA and the privacy and security regulations adopted under HIPAA are applicable to Contractor and the information it receives from City and from City's contractors or enrollees. The parties acknowledge that this is required by the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to the extent that HIPAA is applicable.

The parties acknowledge and agree that Contractor, in performing its duties under the Contract, will receive individually identifiable protected health information as defined in Section 14 below (referred to as "Protected Health Information" or "PHI"), from City and from City's contractors or enrollees, and will create, receive or use PHI on the City's behalf. Contractor agrees to maintain the privacy and security of such PHI as required by all applicable laws and regulations, including but not limited to HIPAA and the privacy and security regulations adopted under HIPAA. Without limiting the foregoing, Contractor agrees to the following:

1. **Use of PHI:** Contractor shall not and shall ensure that its directors, officers, employees, contractors, and agents (referred to collectively as "Contractor's Agents") do not use PHI other than as expressly permitted by the Contract, or as required by law. Specifically, Contractor shall use PHI only for the following purposes: receive and process claims for payment for all eligible Plan participants; maintain claims history and patient profiles; maintain current eligibility data on all Plan participants; and for the proper management and administration of its internal business processes that relate to its responsibilities under the Contract, and to fulfill its legal responsibilities. In addition, Contractor agrees that it will not sell PHI, including patient or enrollee lists, nor use any PHI to engage in "marketing," as such term is defined in Section 164.501 of Title 45, U.S. Code of Federal Regulations. The term "marketing" includes, but is not limited to, the distribution of or mailing by Contractor or its affiliates of correspondence to City enrollees or their beneficiaries.
2. **Disclosure of PHI:**
  - a. *Disclosure to Third Parties.* Contractor shall not and shall ensure that Contractor's Agents do not disclose PHI to any other person or entity (other than members of Contractor's workforce as specified in subSection b. of this Section), unless disclosure is required by law, and as approved by City in writing. Any such disclosure shall be made only upon the written agreement of the subcontractor to be bound by the provisions of the Contract, for the express benefit of Contractor and City.

To the extent that Contractor discloses PHI to a third party, Contractor must obtain, prior to making any disclosure:

    1. reasonable assurances from such third party that PHI will be held confidential as provided in the Contract, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and
    2. an agreement from such third party to immediately notify Contractor of any breaches of the confidentiality of PHI, to the extent it has obtained knowledge of such breach.
  - b. *Disclosure to Workforce.* Contractor shall not disclose PHI to any member of its workforce unless Contractor has advised such person of Contractor's obligations under the Contract, and of the consequences for such person and for Contractor of



## HIPAA BUSINESS ASSOCIATE AGREEMENT

### CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. RFP 5800 CTE3006 GROUP LIFE INSURANCE

violating them. Contractor shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Contract.

3. **Safeguards:** Contractor shall implement all appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the Contract. Contractor shall provide City with such information concerning the safeguards as City may from time to time request and shall, upon reasonable request, give City access for inspection and copying to Contractor's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies, and procedures concerning the use and disclosure of PHI. In addition, Contractor and Contractor's Agents shall comply with the minimum necessary requirements set forth in the HIPAA privacy regulations when using or disclosing PHI. Contractor also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of PHI by Contractor in violation of the requirements of the Contract.
4. **Accounting of Disclosures:**
  - (a) Contractor shall maintain a record of all PHI disclosures made other than for the permitted purposes of the Contract, including the date of disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purposes of the disclosures.
  - (b) Within ten (10) calendar days of notice by City to Contractor that City has received a request for an accounting of disclosures of PHI regarding an individual, Contractor shall make available to City such information as is in Contractor's possession and is required for City to make the accounting.
5. **Reporting of Disclosures of Protected Health Information:** Contractor shall, within five (5) business days (Monday - Friday) of becoming aware of a use or disclosure of PHI in violation of this Contract by Contractor or Contractor Agents, report such disclosure or use in writing to Chris Echols in the Employee Benefits Division of the City's Human Resources Department and describe remedial action taken or proposed to be taken with respect to such use or disclosure.
6. **Contracts by Third Parties:** Contractor shall enter into an agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by Contractor on behalf of City, in which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Contractor under this Contract.
7. **Disclosure to U.S. Department of Health and Human Services:** Contractor shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
8. **Access by Individuals:** Within ten (10) calendar days of receipt of a request by City, Contractor shall permit any individual whose PHI is maintained by Contractor to have access to and to copy his or her PHI, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to PHI held by Contractor directly from Contractor, Contractor shall, within two (2) days forward such request to City. Any denial of access

## HIPAA BUSINESS ASSOCIATE AGREEMENT

### CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. RFP 5800 CTE3006 GROUP LIFE INSURANCE

to the PHI requested shall be the responsibility of City.

9. **Correction of PHI:** Contractor agrees to make any amendments to PHI that the City directs or agrees to under HIPAA. City shall provide Contractor with written instructions regarding any such amendment.
10. **Amendment:** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, City may, by written notice to Contractor, amend this Contract in such manner as City determines necessary to comply with such law or regulation. If Contractor disagrees with any such amendment, it shall so notify City in writing within thirty (30) days of the date of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate the Contract upon written notice to the other.
11. **Breach:** Without limiting the rights of the parties under Section 2 this Agreement, should Contractor breach any of its obligations under this Amendment, City may, at its option:
  - a. Exercise any of its rights of access and inspection under Section 2 of this Agreement;
  - b. Provide Contractor with notice of the breach and an opportunity to cure such breach within thirty (30) calendar days of the notice of breach. If Contractor fails to cure the breach to City's satisfaction within such cure period, City may terminate the Contract by providing written notice to Contractor. If Contractor cures the breach within the cure period, City may require Contractor to submit to a plan of monitoring and reporting of uses and disclosures of PHI, as City may determine necessary to maintain compliance with this Amendment. Any such monitoring plan shall be made a part of the Contract;
  - c. Immediately terminate the Contract, with or without an opportunity to cure the breach; or
  - d. If termination is not feasible, report the breach to the Secretary of the United States Department of Health and Human Services.

City's remedies under this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

12. **Procedure Upon Termination.**
  - (1) Except as provided in paragraph (2) below, upon termination of the Contract, for any reason, Contractor shall return or destroy all PHI received from City, or created or received by Contractor on behalf of City. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
  - (2) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to City written notification of the conditions that make return or destruction infeasible. Upon agreement by City that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those

## HIPAA BUSINESS ASSOCIATE AGREEMENT

### CITY OF AUSTIN PURCHASING OFFICE REQUEST FOR PROPOSAL NO. RFP 5800 CTE3006 GROUP LIFE INSURANCE

purposes that make the return or destruction infeasible, for so long as Contractor maintains the PHI.

13. **Indemnification.** Contractor shall indemnify and hold harmless City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against City and arising from or related to a breach or alleged breach by Contractor or Contractor's Agents of the obligations referenced herein. Contractor's obligation to indemnify shall survive the expiration or termination of the Contract.
14. **Definitions for Use in this Addendum:**
- (a) *HIPAA Rules and/or HIPAA* shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
  - (b) *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, that:
    - (i) is created or received by a health care provider, health plan, employer, or healthcare clearinghouse; and
    - (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - (b) *Protected Health Information* shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
  - (c) *Agent and Subcontractor* shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
  - (d) *Business Associate* shall have the meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party of this agreement, shall be the party designated as a Business Associate.

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**CITY OF AUSTIN PURCHASING OFFICE  
REQUEST FOR PROPOSAL NO. RFP 5800 CTE3006  
GROUP LIFE INSURANCE**

**“CITY”**

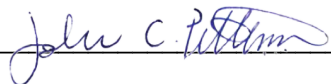
**CITY OF AUSTIN, A Home Rule Municipality**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“CONTRACTOR”**

Signature: 

Printed Name: John C. Pittman

Title: Vice President



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP 5800 CTE3006**

**Addendum No: 6**

**Date of Addendum: 6/23/2020**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Change:**

I.1 Update Cover Sheet version 6

I.2 Update Solicitation Instructions: Replace, **10.11 Local Business** in its entirety with the following:

**Local Business Presence** - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

I.3 Update Offer and Certifications:

Replace, "LOCAL PRESENCE CERTIFICATION – OPTIONAL" in its entirety, with the "LOCAL PRESENCE CERTIFICATION -OPTIONAL – Revised 6/23/2020 Addendum 6", see page 9

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**III. ACKNOWLEDGED BY:**

**John Pittman**

A handwritten signature in blue ink that reads "John C. Pittman".

**6/24/2020**

Name

Authorized Signature

Date

**IV. RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION**

**EXHIBIT A**  
**BAFO PRICE SHEET**  
**REQUEST FOR PROPOSAL NO. 5800 CTE3006**  
**GROUP LIFE INSURANCE**

Please provide fixed and guaranteed pricing for the following items based on the volume/units stated below. The City will evaluate proposals based on the volumes/units below and the rates proposed by the proposers. Volumes shown below are as of May 2020. In the event of a discrepancy between monthly rate and annual premium, the monthly rate shall govern. Monthly Rates must be divisible into two (2) equal payments.

**FAILURE TO SUBMIT RATES AND COST INFORMATION ON THIS PRICE SHEET WILL DEEM THE PROPOSAL NON-RESPONSIVE. ONCE COMPLETED PLACE IN SECTION VII OF YOUR PROPOSAL.**

Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Sections 4.0 Employee Basic Group Term Life and Section 6.0 Employee Accidental Death & Dismemberment (AD&D)							
Description	Volume	Monthly Rates are Per Employee Per Month (PEPM)		Monthly Rate per \$1,000 of coverage	Estimated Annual Premium	Monthly Rate per \$1,000 of Coverage	
Basic Life & Basic AD&D	Exhibit 1 Basic Life Volumes	Basic Life PEPM	Basic AD&D PEPM	Basic Life & AD&D PEPM	Basic Life & AD&D Annual Premium	Basic Life PEPM	Basic AD&D PEPM
	\$956,022,000	\$ 0.033	\$ 0.007	\$0.040	\$ 458,890.56	\$ 0.033	\$ 0.007

Initial 36-Month Contract Period				First Extension Option		Second Extension Option	
0500 Sections 5.0 Employee Supplemental Group Term Life and Section 6.0 Employee Accidental Death & Dismemberment (AD&D)							
Description	Volume	Monthly Rates are Per Employee Per Month (PEPM)		Monthly Rate per \$1,000 of coverage	Estimated Annual Premium	Monthly Rate per \$1,000 of coverage	
Supplemental Life and Supplemental AD&D	Exhibit 1 Supplemental Life Volumes	Supplemental Life PEPM	Supplemental AD&D PEPM	Supplemental Life & AD&D PEPM	Supplemental Life & AD&D Annual Premium	Supplemental Life PEPM	Supplemental AD&D PEPM
34 years and under	\$251,536,000	\$ 0.042	\$ 0.020	\$ 0.062	\$ 187,142.78	\$ 0.042	\$ 0.020
35 to 39 years	\$313,673,000	\$ 0.052	\$ 0.020	\$ 0.072	\$ 271,013.47	\$ 0.052	\$ 0.020
40 to 44 years	\$418,334,000	\$ 0.074	\$ 0.020	\$ 0.094	\$ 471,880.75	\$ 0.074	\$ 0.020
45 to 49 years	\$462,840,000	\$ 0.136	\$ 0.020	\$ 0.156	\$ 866,436.48	\$ 0.136	\$ 0.020
50 to 54 years	\$371,413,000	\$ 0.210	\$ 0.020	\$ 0.230	\$ 1,025,099.88	\$ 0.210	\$ 0.020
55 to 59 years	\$226,326,000	\$ 0.334	\$ 0.020	\$ 0.354	\$ 961,432.85	\$ 0.334	\$ 0.020
60 to 64 years	\$126,306,000	\$ 0.440	\$ 0.020	\$ 0.460	\$ 697,209.12	\$ 0.440	\$ 0.020
65 to 69 years	\$28,058,000	\$ 0.712	\$ 0.020	\$ 0.732	\$ 246,461.47	\$ 0.712	\$ 0.020
70 years and over	\$4,208,000	\$ 1.668	\$ 0.020	\$ 1.688	\$ 85,237.25	\$ 1.668	\$ 0.020
Total	\$2,202,694,000			Total	\$ 4,811,914.06		

Initial 36-Month Contract Period			First Extension Option		Second Extension Option	
0500 Section 7.0 Dependent Group Term Life Insurance (the City may choose two options)						
Description	Units	Coverage Amounts	Monthly Rate per Unit	Estimated Annual Premium	Monthly Rate per Unit	Monthly Rate per Unit
<b>Dependent Life Option 1</b>						
Exhibit 1 Dependent Life Count						
Spouse Only	370	\$10,000	\$ 1.74	\$ 7,725.60	\$ 1.74	\$ 1.74
Child Only	393	\$5,000	\$ 0.28	\$ 1,320.48	\$ 0.28	\$ 0.28
Family	505	\$10,000/\$5,000	\$ 2.04	\$ 12,362.40	\$ 2.04	\$ 2.04
Total	1,268		Total	\$ 21,408.48		
<b>Dependent Life Option 2</b>						
Exhibit 1 Dependent Life Count						
Spouse Only	1,353	\$20,000	\$ 4.08	\$ 66,242.88	\$ 4.08	\$ 4.08
Child Only	937	\$10,000	\$ 0.70	\$ 7,870.80	\$ 0.70	\$ 0.70
Family	2,667	\$20,000/\$10,000	\$ 4.76	\$ 152,339.04	\$ 4.76	\$ 4.76
Total	4,957		Total	\$ 226,452.72		
<b>Dependent Life Option 3</b>						
For calculation purposes, assume Option 2 Enrollment						
Spouse Only	1,353	\$30,000	\$ 6.12	\$ 99,364.32	\$ 6.12	\$ 6.12
Child Only	937	\$20,000	\$ 1.60	\$ 17,990.40	\$ 1.60	\$ 1.60
Family	2,667	\$30,000/\$20,000	\$ 7.72	\$ 247,070.88	\$ 7.72	\$ 7.72
Total	4,957		Total	\$ 364,425.60		

Initial 36-Month Contract Period			First Extension Option		Second Extension Option	
0500 Section 8.0: Retiree Basic Group Term Life (the City may choose one Retiree Basic Life option only)						
Description	Units	Coverage Amounts	Monthly Rate per Unit	Estimated Annual Premium	Monthly Rate per Unit	Monthly Rate per Unit
<b>Retiree Basic Life (Current) Option 1</b>						
Exhibit 2 Retiree Life Count						
Total	7,772	\$1,000	\$ 2.50	\$ 233,160.00	\$ 2.50	\$ 2.50

**RATES ABOVE ARE:**

Guaranteed regardless of actual enrollment and volume changes.

MetLife

//21/2020

Firms Name

Date



Vice President  
Title

Authorized Signature

## EXHIBIT B – EXCEPTIONS AND CLARIFICATIONS

### **Business Associate EXCEPTIONS**

1. Metropolitan proposed revisions to the 1<sup>st</sup> paragraph of the Business Associate Agreement to read “The City of Austin (“City”) and Metropolitan Life Insurance Company (“Contractor”) hereby agree that the following terms and conditions are made a part of the Agreement, to go into effect on July 30, 2020 (such contract and this Exhibit are collectively referred to herein as “Contract”), to the extent that HIPAA and the privacy and security regulations adopted under HIPAA are applicable to Contractor and the information it receives from City and from City’s contractors or enrollees. The parties acknowledge that this is required by the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to the extent that HIPAA is applicable”.

***City of Austin’s Response - City of Austin Approves***

### **Exceptions to Terms and Conditions Clarifications:**

2. Item 1.4.F (p. 2): We do not accept credit card payments.

***City of Austin’s Response - City of Austin Approves***

3. Item 1.17.A.I. (1) (pg. 5) Per Exceptions, we agree, with the understanding that where the City has been sued concerning insured benefits relating to the Group Insurance Contract and/or Certificate of Coverage, the City will tender defense to MetLife, who will have the sole authority to settle the claim. Further, while we are responsible for the actions of our officers, agents, employees, and subcontractors, they are not a party to this contract and therefore, we do not believe it would be appropriate to list them as “indemnifying parties.

***City of Austin’s Response:***

***Delete: ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.***

***Replace with: “INDEMNIFYING PARTY” IS THE CONTRACTOR***

4. **Item 1.19** (pg. 6): We agree, with the understanding that MetLife may use non-individually identifiable information for purposes of data compilation, statistical analysis, and other studies. Please note, while claim records are our property, we can provide a detailed claim history, and we must retain records in accordance with applicable law and our records retention policies. Regarding the third to the last sentence of the initial paragraph, and item B.(iii), we can notify you promptly in the event of a lawsuit.

***City of Austin’s Response:***

We agree, with the understanding that MetLife may use non-individually identifiable information for purposes of data compilation, statistical analysis, and other studies. Please note, while claim records are our property, we can provide a detailed claim history, and we must retain records in accordance with applicable law and our records retention policies. Regarding the third to the last sentence of the initial paragraph, and item B.(iii), we can notify you promptly in the event of a

## EXHIBIT B – EXCEPTIONS AND CLARIFICATIONS

lawsuit. **Contractor may use non-individually identifiable information for data compilation, statistical analysis, and other studies for the purpose of improving their business offerings.**

5. Item 3.4.A. (p. 17): We can agree, except that the receipt of a complaint in relation to our privacy and data security practices would not be considered a Security Breach.

### ***City of Austin's Response – City agrees with MetLife's below response***

TO THE EXTENT AS PERMITTED BY APPLICABLE LAW, upon receipt of a MATERIAL WRITTEN complaint, MetLife shall MAKE COMMERCIALY REASONABLE EFFORTS TO provide the City of Austin a copy of any complaint it receives from a City of Austin employee that relates to their privacy or security practices as soon as practicable, but no later than 48 hours after MetLife becomes aware of it.

6. Item 3.4.B. (pp. 17-19), subsections:
- iv. b. and c.: We agree, with the understanding that MetLife may use non-individually identifiable information for purposes of data compilation, statistical analysis, and other studies; and that we will need to disclose the information to complete the services.

### ***City of Austin's Response:***

**Contractor may use non-individually identifiable information for data compilation, statistical analysis, and other studies for the purpose of improving their business offerings.**

- vii.: We will implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that will align with the National Institute of Standards and Technology ("NIST") Cybersecurity Framework.

### ***City of Austin's Response - City of Austin Approves***

- x.: Upon the City's written request, we can provide a high-level network diagram that outlines our information technology network infrastructure and general information regarding equipment used in relation to fulfilling our obligations under this Contract, provided that we shall have the right to withhold information, if in Contractor's sole judgment, such disclosure could compromise the security of Contractor's information systems or the confidentiality of third-party information

### ***City of Austin's Response - City of Austin Approves***

7. Item 3.4.C. (p. 19), subsections:
- i.b.: We can notify you promptly after we become aware of a Security Breach.

### ***City of Austin's Response - City of Austin Approves***

- ii-vi.: We have robust privacy policies and procedures to prevent a breach of security. We employ administrative, technical and physical safeguards to protect customer information. We



## EXHIBIT B – EXCEPTIONS AND CLARIFICATIONS

maintain a written information security program. In the event of a security breach or an incident that we believe is likely to result in harm to an impacted individual, we will, at our own cost, notify all affected individuals and provide credit monitoring where appropriate. In addition, we will notify regulators, as required by applicable law. Given these facts, regarding subsection ii., we will promptly investigate the Security Breach. Regarding subsection iii., we will use appropriate efforts to contain and remedy any Security Breach. Regarding subsection iv., we are happy to work collaboratively with the City, please note that we will provide any legal required notifications. Regarding subsection vi., we can reasonably cooperate with the City in any litigation, investigation, or other action reasonably necessary for the City to protect its rights.

### *City of Austin's Response - City of Austin Approves*

8. Item 3.4.D. (pp. 20-21): For the assessment, audit, examination, or review described in the first paragraph, we require at least 90 days' notice. We will reasonably cooperate with the assessment, provided that we shall have the right to withhold access to systems, networks, facilities, and information if, in our sole judgment, such access could compromise the security of our information systems or the confidentiality of third-party information. Regarding the second paragraph, we can provide an executive summary of the results. Regarding item 3.4.D.i., we agree, if we will comply with the City's reasonable requests regarding the disposal of the material, and that we may retain copies in accordance with our records retention policies and applicable law.

### *City of Austin's Response:*

Upon the City's written request to confirm the Contractor's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, the Contractor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of all controls in the Contractor's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to the City under this Contract. The Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for the City pursuant to this Contract. **To the extent the assessment might compromise the security or confidentiality of Contractor's information, the Parties will work together to come to a reasonable solution that permits the assessment to proceed. The City shall provide 90 days' prior written notice before the assessment is to begin, and during that time Contractor will work with the City to coordinate how the assessment will occur. However, audits under Section 1.6 (Audits and Records) shall not require such advance notice.**

In addition, upon the City's written request, the Contractor shall provide the City with **an executive summary** of the results of any audit performed by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Contract.

## EXHIBIT B – EXCEPTIONS AND CLARIFICATIONS

9. Item 1.20. A., first sentence (p. 6): MetLife agrees that the City may own the physical documents to the extent they do not include any preexisting, independently created or third-party materials or intellectual property, all of which remains the property of MetLife or its respective owner. While claim records are our property, we can provide a detailed claim history.

***City of Austin's Response:***

The current language should remain. The City is willing to add “intellectual property” to “proprietary” as the items that must be marked.

10. Item 1.21 (p. 7): We would need to discuss the City's intent regarding this item, as MetLife will be using its pre-existing templates for the City.

***City of Austin and Metropolitan Life Approves to the following:***

All material submitted by the Contractor to the City related to the Contract and created exclusively for the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary or intellectual property of either the Contractor or a third party must be clearly marked as such or otherwise so identified (if not hard copy).

11. Item 1.36 (p. 11): We will evaluate additional entities on a case by case basis.

***City of Austin's Response:***

The current language shall remain. MetLife and the City of Austin will establish a policy to address when rate adjustments could apply under specific situations.

12. Item 3.8 (pp. 21—22): We agree not to solicit those City employees described, but we would need to be provided with a list of the City employees employed in a technical job classification in a City department that will engages or use our services, so that we can work to comply with the request not to hire or employee these folks. We would be happy to discuss this to try to address any concern the City may have.

***City of Austin's Response:***

The current language should remain. A list will not be provided. Subsection (D) provides an exception to publicly advertised positions that should cover most solicitation circumstances.

13. **Scope, Section 3.13.6 and Attachment 6, #1** -MetLife requested 2 years of enrollment history for a death claim.

***City of Austin's Response:***

The current language should remain MetLife will accept the City's current data process submitted at the point of claim.

## EXHIBIT B – EXCEPTIONS AND CLARIFICATIONS

14. **Scope Section 3.15.4 – Beneficiary Designation** – If no name beneficiary survives the Employee or if they have not named a beneficiary, the amount of insurance will be paid according to state law.

***City of Austin's Response:***

In the absence of the beneficiary designation, the City requires MetLife to follow the states order of succession for insurance payments.

**Clarifications:**

15. **City Clarification:** Confirm MetLife will follow the City's current assignment of benefits process as described the Scope, Sections 3.0 through 8.0?

**MetLife Response:** Yes, we will follow.

16. **City Clarification:** Scope Section 3.15.4 – Beneficiary Designation – If no name beneficiary survives the Employee or if they have not named a beneficiary, the amount of insurance will be paid according to state law.

**MetLife Response:** Yes, we will follow.

17. **City Clarification:** Attachment 7: Response to Question 2: regarding your additional AD&D coverages available. Provide your minimum percentage coverage for the below losses not identified:

**MetLife Response:**

j. Brain Damage - 100%

k. Coma 1% of Full Amount Monthly, total not to exceed the Full Amount.

l. Uniplegia 25%

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Lynnette Hicks, x43349	<b>PM Name/Phone</b>	Anitra Jones, x43348
<b>Sponsor/User Dept.</b>	Human Resources	<b>Sponsor Name/Phone</b>	Anitra Jones, x43348
<b>Solicitation No</b>	RFP 5800 LNH3022	<b>Project Name</b>	Life Insurance
<b>Contract Amount</b>	\$38,613,371	<b>Ad Date (if applicable)</b>	02/03/2020
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Professional services to provide employee group life insurance.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Previous solicitation RFP TVN0037 issued on 4/17/2014 and goals were not established. Subcontractors/subconsultants were not utilized.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
95363 - 100%			
Lynnette Hicks		1/15/2020	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	1/16/2020	<b>Date Assigned to BDC</b>	1/16/2020
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

<b>This determination is based upon the following:</b>	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
<b>MBE/WBE/DBE Availability</b>	
<b>Subcontracting Opportunities Identified</b>	

John W. Smith	<i>John Wesley Smith</i> 01.16.20
<b>SMBR Staff</b>	<b>Signature/ Date</b>
<b>SMBR Director or Designee</b>	<b>Date</b> 1-21-2020
<b>Returned to/ Date:</b>	