INVITATION

The Harris Center for Mental Health and IDD is accepting Proposals from Vendors for:

External Evaluation of Jail Diversion Program

The Harris Center for Mental Health and IDD invites your firm to submit a Proposal. If you are interested in submitting a Proposal, please adhere to the General Instructions and Requirements as outlined in the enclosed Request for Proposal.

Vendors shall pay particular attention to all INSTRUCTIONS, REQUIREMENTS and DEADLINES indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, The Harris Center reserves the right to reject any and all Proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of The Harris Center, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the Proposals, The Harris Center will only release the names of the Vendors that have responded to this solicitation. No other information will be released until after The Harris Center’s Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive Staff and The Harris Center’s Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

Nina M. Cook, MBA, CTPM
Director of Purchasing
The Harris Center for Mental Health and IDD
REQUEST FOR PROPOSAL

The Harris Center for Mental Health and IDD

EXTERNAL EVALUATION OF JAIL DIVERSION PROGRAM

Project: FY20-0040

July 2019

The Harris Center for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, TX 77074
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SECTION I – OVERVIEW

Background and Objectives

It shall be the mission of The Harris Center for Mental Health and IDD, within the resources available, to provide or ensure the provision of services and supports that are as high quality, efficient, and cost effective as possible such that persons with mental disabilities may live with dignity as fully functioning, participating and contributing members of our community, regardless of their ability to pay.

Persons with severe mental illness and substance use disorders should be able to live in homes of their own, develop relationships, work, and remain out of hospitals and criminal justice facilities.

Persons with intellectual and developmental disabilities should be able to acquire the skills and access community resources to develop networks or human relationships, learn, work and live in environments of their choosing.

Children and adolescents with serious emotional disturbances should be able to live in homes with families, develop normal relationships with their peers, attend school, and remain out of hospitals, residential and juvenile justice facilities.

The Harris Center for Mental Health and IDD provides mental health and intellectual and developmental disability services to Harris County residents through four service divisions: Mental Health Outpatient Services, Mental Health Forensic Services, Intellectual and Developmental Disability Services, and the Comprehensive Psychiatric Emergency Program. As the largest provider of mental health and IDD supports in Texas, we served 57,699 individuals in Fiscal Year 2018. In addition, we served over 20,854 people at the Harris County Jail through our contract with the Harris County Sheriff’s Office.

The Harris Center is the largest community based provider of clinical services to mental health and IDD consumers in Texas. It maintains operations at over 76 locations throughout all parts of Harris County and operates on an annual budget in excess of $276 million. The Agency has fixed pricing budgets and all pricing quoted should remain fixed for the duration of contract. Our goal is to employ best practices and cost effectiveness.

The Harris Center for Mental Health and IDD invites qualified companies herein after referred to as “Vendor”, “Proponent” or “Supplier” to submit proposals for a Pharmacy Retail Software System.
SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

Release of RFP to Prospective Vendors: Tuesday, August 13, 2019

Non-Mandatory Meeting with Vendors Monday, August 19, 2019 at 2:00 PM
Call-in: Toll Free Access # 1-844-572-5683, 317171#
Participant PIN Code: 1167#

Deadline for Vendor Questions: Thursday, August 22, 2019 by 5 p.m.

Procurement Deadline to Respond to Questions: Tuesday, August 27, 2019 by 5 p.m.

Deadline for Submission of RFP: Wednesday, September 4, 2019 at 10:00 a.m.

A public Proposal Opening will be held immediately following receipt of RFPs at
10:00 a.m., 9401 Southwest Freeway,
Houston, Texas 77074

Potential Interviews and Demos: Week of September 9, and September 12 & 13, 2019

Anticipated Award Date: Upon recommendation and Board approval

*All times listed in the RFP are Central Standard Time (CST)
SECTION III - GENERAL INSTRUCTIONS

A. Non Mandatory Meeting and Vendor Submitted Questions

Non-Mandatory Meeting: Monday, August 19, 2019, 2:00 p.m. to 3:30 p.m. at 9401 Southwest Freeway or:
Participants may dial-in from any location using the Access # & PIN code below.
Toll-Free Access # 1-844-572-5683, 317171#
Participant PIN Code: 1107#

Deadline for Questions from Vendors: Thursday, August 22, 2019 by COB, 5 p.m.
Deadline for Response to Questions: Tuesday, August 27, 2019 by COB, 5 p.m.

All questions concerning the RFP specifications must be submitted in writing via fax or email.

James Blunt, CPM, Buyer II
Ofc: (713) 970 - 7116
Fax: (713) 970 - 7682
E-mail: james.blunt@theharriscenter.org

Cc:
Sharon Brauner, C.P.M., Purchasing Manager
Ofc: (713) 970 - 7279
Email: sharon.brauner@theharriscenter.org

B. Submittal Procedure

The Request for Proposal (RFP), subject to all conditions and specifications attached hereto, must be signed in INK by a person or officer of the company submitting the RFP that is authorized to enter into contractual agreements on behalf of the company. **RFP’s received unsigned will be deemed non-responsive and therefore will not be accepted.**

Deadline to submit “Final Proposal” is Wednesday, September 4, 2019 @ 10:00 a.m. CST. The original RFP, signed in ink, five (5) additional photocopies and an electronic copy (saved as one complete pdf on a USB flash drive) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The Harris Center for Mental Health and IDD
Purchasing Department

ttn: James Blunt, Buyer II
9401 Southwest Freeway, Houston, Texas 77074

“RFP FOR EXTERNAL EVALUATION OF JAIL DIVERSION PROGRAM - DO NOT OPEN UNTIL WEDNESDAY, SEPTEMBER 4, 2019 @ 10:00 A.M.”

No Response to this RFP will be accepted after the stated deadline.

Respondents may mail or personally deliver their RFP to the Purchasing Office of The Harris Center at the above address. The Harris Center will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Responses shall include all documentation as requested in this Request for Proposal.
C. Request for Proposal Opening

A public Opening will be held immediately following receipt of Request for Proposal on Wednesday, September 4, 2019, at 9401 Southwest Freeway, Houston, Texas, 77074.

D. Non-Discrimination Policy Statement

The Harris Center for Mental Health and IDD does not discriminate against any individual or Contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

E. Immigration Reform and Control Act

The successful Vendor shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

F. References & Experience

All interested parties are required to submit with their Proposal three (3) client references where interested party has provided services that pertain to the size and scope of this project (within the last two years). References shall include company name, address, telephone number, fax number, email address, contact person and a summary of the scope of the completed project. The interested parties must agree to authorize clients to furnish any information required by The Harris Center to verify references provided, and for determining the quality and timeliness of previous work performed.

G. RFP Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFP will be made no more than ninety (90) days after the RFP DUE DATE. All interested parties are required to guarantee their RFP response as an irrevocable offer valid for One Hundred Twenty (120) days after the RFP due date. The Harris Center for Mental Health and IDD in its sole and absolute discretion shall have the right to award for any or all items/services listed in each RFP, shall have the right to reject any and all RFPs as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest RFP and shall be allowed to accept the total RFP of any one vendor.

H. Permits

Any and all permits as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/Vendor and must be obtained prior to commencement of any work or service. Any and all expense/cost related to obtaining required permits is the sole responsibility of the Vendor.

I. Financial Information

Vendor must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
J. Payments

Vendor is to submit properly completed invoice(s) to the address specified in the contract. To insure prompt payment, each invoice should indicate purchase order number, description of service provided, unit and total price, any discount terms and include vendor's name and return remittance address.

K. Price Adjustments

Vendor will be required to honor their Proposal prices for the term of the contract period.

L. Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB’s) in contracts for constructions, services (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business “HUB” state certificate.

If your firm is not certified, please submit Attachment B, if you intend to subcontract services. If not, write "none" on Attachment B, and submit it.

M. Minority / Women and / or Disadvantaged Business

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBE'S) in contracts for constructions, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE certificate.

If your firm is not certified, please submit Attachment B, if you intend to subcontract services. If not, write "none" on Attachment B and submit it.

N. Direct or Indirect Assignment

The successful vendor will not be permitted to directly or indirectly assign its rights and duties under the contract without express approval by The Harris Center.

O. Form W-9

Vendors are to complete W-9 Form and Submit with their Proposal documents. (Attachment E)
SECTION IV – PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any RFP may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Offer and Acceptance Period

All RFPs must be an irrevocable offer valid for one hundred twenty (120) days after the RFP opening date.

C. Late Request for Proposal

Any RFP received after the stated deadline shall be deemed late and will not be considered. All times listed in the RFP are Central Standard Time (CST).

D. Irregularities in Request for Proposal

Except as otherwise stated in this Request for Proposal, evaluation of all responses will be based solely upon information contained in the Vendor's response to this RFP. The Harris Center shall not be held responsible for errors, omissions or oversights in any Vendor's response to this RFP. The Harris Center may waive technical irregularities, which do not alter the price or quality of the services.

The Harris Center shall have the right to reject RFPs containing a statement, representation, warranty or certification which is determined by The Harris Center and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any RFP.

The inability of a Vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by The Harris Center of the RFP. All responses will be evaluated as a whole in the best interests of The Harris Center.

E. Oral or Web Presentations

Any Vendor that submits a RFP in response to this request may be required to make an oral presentation or a web presentation for further clarification upon The Harris Center's request.

F. Amendments to the RFP

If it becomes necessary to revise any part of this RFP package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Vendor via faxed amendment or email.

G. Availability of the Proposal

After opening, each RFP, except those portions for which a Vendor has included a written request for confidentiality (e.g., proprietary information), shall be open to public inspection.
H. Retention of Proposals

All RFPs considered by The Harris Center shall become the property of The Harris Center and shall not be returned.

I. Notice “Not to Participate” Form

We ask that the prospective contractor(s)/vendor(s) who respond to this Request for Proposal invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFP complete the “Not to Participate” form. Vendors who respond to this RFP invitation will remain on our mailing list. Vendors making no response may be removed from our mailing list for future projects. (See Attachment D)

J. Incurred Expenses

The Harris Center shall not be responsible for expenses incurred by a Vendor in the preparation and submission of a RFP. This provision also includes any costs involved in providing an oral presentation of the RFP.

K. Deviation Form

Each proposal shall contain a Deviation Form, which also contains a vendor commitment to operate within the provisions of this Request for Proposal and Sample Contract. The purpose of the Deviation Form is to allow a prospective vendor to note any concerns relative to the form or substance of the Request for Proposal or Sample Contract. Please note that the sample and final contract have provisions that are not subject to negotiation. Those provisions are Indemnification, Jurisdiction, Venue and Damage Limitations. Note further, that the sample contract includes provisions for submitting a Certificate of Insurance. However, all RFP submittals must include an Evidence of Insurance Certificate. A Certificate of Insurance will be requested at the time of final contracting if your RFP is selected. State all deviations in a clear and concise manner. Thereafter, sign the commitment statement notwithstanding any deviations that you submit. The Commitment Statement must be signed by a duly authorized Agent. (See Attachment C)

L. Subcontractors

All provisions and/or stipulations within this RFP also apply to any authorized subcontractors.

M. Term of Contract

This Agreement initially is made effective upon date of execution for a one (1) year term.

N. Pricing

Each Vendor shall provide responses to “RFP Reply” page with their costs detailed as requested.

O. Licensure

The Vendors shall submit, with their RFP, a copy of any license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.

P. Service Requirements

Work shall be completed in a coordinated manner that will be the least disruptive to the owner’s ongoing operation.
Q. Safety

Within its submission, the Vendors must document its current policies, procedures and practices regarding discharge of the safety function. This may include citing existing procedure manuals, training programs and their frequency, historical information regarding safety performance, etc.

If information, such as manuals, is too bulky to include in the submission, the Vendor should provide a copy of the front cover and table of contents and cite the availability of such information to be viewed.

If training programs are included in a current program, please identify the current provider of the service, class duration, instructor certifications and other related information.

R. Conflict of Interest Provision

The conflict of interest provision is applicable, in that contractors who develop or draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

S. Texas Public Information Act

All information contained in proposal packet is subject to the Texas Public Information Act (the Act), located in the Texas Government Code, Chapter 552. Any member of the public, including the news media and competitors, may submit an open records request for the information contained in the proposal packet. Subject to the Act, Proposers may protect trade secret and confidential information from public release. All information the proposer believes to be confidential, a trade secret or proprietary information must clearly mark such information in boldface type and include the word “CONFIDENTIAL”, “PROPRIETARY” or “TRADE SECRET” at the top of every applicable page. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, proprietary information or other confidential documents.

Offerors are cautioned that once a response to a solicitation is opened, all information contained therein will be available to the PUBLIC unless the information is excepted from the requirements of Government Code Section 552 pertaining to Open Records.

The Harris Center for Mental Health and IDD cannot guarantee that it will not be compelled to disclose all or part of any proposal/RFP, since the information deemed to be confidential by the Proposer may not be considered confidential under Texas law or pursuant to a court order. In the event The Harris Center receives a request for portions or all of a proposal/RFP packet marked “confidential”, “trade secret” or “proprietary”, then The Harris Center will forward the request to the office of the Texas Attorney General. The Harris Center will notify the proposer whose proposal is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Proposer. Proposers are solely responsible for submitting a brief and the documents in issue to the Texas Attorney General. At all times, The Harris Center will comply with the provisions of the Texas Public Information Act as required by State law. The Harris Center must comply with the decision of the Attorney General, including decisions to release information marked “CONFIDENTIAL”, “TRADE SECRET” or “PROPRIETARY”.
**SECTION V – RFP EVALUATION CRITERIA**

**Evaluation Criteria**
Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The Harris Center. Each item has been assessed a percentage upon which the final score will be determined. The following will be significant factors in evaluating proposals, but the evaluation may not be limited solely to these items when making a final recommendation:

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<th>Overall Program</th>
<th>30%</th>
<th>Indication that the vendor has a well-defined concept, program structure, ability and capacity for all components of service desired by The Harris Center to handle the scope of work.</th>
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<tr>
<td>B</td>
<td>Understanding</td>
<td>30%</td>
<td>Indication that the vendor understands the nature of The HARRIS CENTER services and constraints in providing those services and that the vendor has thoroughly analyzed The HARRIS CENTER's needs and requirements.</td>
</tr>
<tr>
<td>C</td>
<td>Methodology/Approach</td>
<td>20%</td>
<td>Proposed approach and estimated timeline for completing the scope of work in the most cost-effective and efficient manner possible. Any potential problems or obstacles perceived with the project as proposed.</td>
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<tr>
<td>D</td>
<td>History and References</td>
<td>10%</td>
<td>Provide a brief history and description of your firm, include reputation, experience, size (number of employees) and areas of specialization. References (Names and contact information of clients for whom the respondent has performed projects of a similar type, size and scope).</td>
</tr>
<tr>
<td>E</td>
<td>Cost</td>
<td>10%</td>
<td>Cost structure and level of detail provided for any variable costs as well as fixed costs of performing the evaluation. Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.</td>
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SECTION VI – SPECIALIZED SERVICES TO BE PROVIDED

SCOPE OF WORK

The purpose of this proposal is to provide an external evaluation of the HARRIS CENTER Jail Diversion Program. The Diversion Program is to keep people with behavioral health disorders who do not need to be in the criminal justice system in the community. The HARRIS CENTER currently has one facility that provides this service.

The evaluation would consist of the final products: 1) Outcome Evaluation, 2) Implementation Manual and 3) Web-based Animation.

Vendor must comply with Federal Regulations on privacy and confidentiality (HIPAA Regulations) regarding maintaining the privacy of agency consumers’ and members’ personal health information.

Vendor may submit a complete proposal for all required specifications listed below or a partial proposal for one or more required specifications. Vendor pricing would be based on the specification they propose to complete.

Specifications

Required:

I. Outcome Evaluation

A. Successful vendor will design and perform a comprehensive outcome evaluation. The evaluation will use the following data elements:
   1. Law Enforcement Contacts
   2. Linkages to Social Service Agencies
   3. Linkage to Ongoing MH Treatment
   4. Linkage to Housing
   5. Use of Intensive Mental Health Services
   6. Client measures of well-being
   7. Client Functional Status
   8. Customer Satisfaction
   9. Stakeholder satisfaction
   10. Comparative costs

B. The data elements will be used to determine whether:
   1. The availability of the Diversion Center will reduce the number of individuals with mental health issues engaged with law enforcement on low-level misdemeanor charges
   2. The availability of the Diversion Center will reduce the number of individuals with mental health issues in jail on low-level misdemeanor charges
   3. The availability of the Diversion Center will reduce the number of individuals with mental health issues in NPC/Psych emergency on low-level misdemeanor charges
   4. The Diversion Center-Case Management will improve the lives of clients through engagement, assessment, and treatment services.
   5. The Diversion Center will assess and link individuals to necessary programs based on a comprehensive assessment.
6. The Diversion Center-Case Management Services will improve the mental health stability of the individual and reduce the number of psychiatric emergency visits.
7. The Diversion Center-Case Management Services will improve the overall well-being of individuals in the long-term program.
8. The Diversion Center-Case Management Services will improve the daily living skills of clients served.
9. The Diversion Center-case management will improve (or maintain, if stable) the individual’s housing situation.
10. The Diversion Center will maintain positive customer satisfaction scores.
11. The Diversion Center will baseline stakeholder satisfaction and then improve satisfaction until consistent positive ratings.
12. The Diversion Center will result in a positive cost: benefit ratio.

The evaluation will be compiled in both journal publication-ready format and as a PowerPoint deck illustrating key points for live audiences.

II. Implementation Manual

The successful vendor will prepare a step-by-step implementation manual based on interviews with key stakeholders. The manual will address initial program design, quality improvement changes based on experience, development of community stakeholder involvement, and dissemination of program successes. The manual will include both a journal publication-ready version and a PowerPoint web-ready version.

III. Web-based animation.

The successful vendor will develop or subcontract for the development of a two- to three-minute web-based video describing: 1) the need for Jail Diversion, 2) the development of the Harris County model, and 3) the positive outcomes posted by this program.
SECTION VII – RFP CONTENTS

Title Page:
• Name of Vendor, local address, telephone number, fax number, e-mail address and contact name.

Table of Contents:

All Proposals must include the following information:
• Clear identification of information by section and page.
• A list of three (3) references where your firm has provided services that pertain to the size and scope of this project (within the last 2 years) including summary of the scope of the completed project.
• A current “CERTIFICATE OF INSURANCE” must accompany all Proposals. (Evidence of Insurance Certificate)

Proposal:
• Vendor must provide a brief history of company, including but not limited to ownership, date started business, mission statement, etc.
• Vendor must supply a price schedule as per the enclosed template in the section marked “RFP Reply Page”.
• Must bear the original signature of a principal or authorized officer of the interested party.
• Must be typed.
• Must make provision to meet and comply with all applicable laws and regulatory criteria.
• Interested parties are encouraged to submit along with their response any additional descriptive information about their services which they believe might be helpful.
• All Responses to this RFP must be submitted with one original and five (5) additional photocopies, and an electronic copy (USB flash drive) and mailed or delivered in a sealed envelope to The Harris Center.

Additional documents to be submitted:
• Vendor must submit a copy of their latest audited financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
• A copy of applicable license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.
• Submit proof of Historically Underserved Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate. (Attachment B)
• If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
• Deviation Form (Attachment C)
• Notice “Not to Participate” Form (Attachment D)
• Signature Page

**PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS**
SECTION VIII – RFP REPLY PAGE/PRICING

EXTERNAL EVALUATION OF JAIL DIVERSION PROGRAM
PROPOSAL OPENING: WEDNESDAY, SEPTEMBER 4, 2019, 10:00 A.M.

Submitted by: ____________________________

Pricing

Vendor may submit a complete proposal for all required specifications listed below or a partial proposal for one or more required specifications. Vendor pricing would be based on the specification they propose to complete.

This Agreement initially is made effective upon date of execution for a one (1) year term.

If your pricing is government pricing, please provide a copy of your agreement with specific state, federal, or local organization. (Ex. GSA, DIR etc.)

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<th>Item</th>
<th>Description of Rates/Cost</th>
<th>One (1) Year Term</th>
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<tr>
<td></td>
<td>Description</td>
<td>Cost:</td>
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<tr>
<td>1</td>
<td>Outcome Evaluation</td>
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<td><strong>Additional Fees:</strong> Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation.</td>
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<td>Implementation Manual</td>
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<td><strong>Additional Fees:</strong> Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation.</td>
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<td>Web-Based Animation</td>
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SECTION IX – SIGNATURE PAGE

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH RFP/PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE ALLOWED TO ACCEPT THE LOWEST RFP/PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RFP/PROPOSAL OF ANY ONE VENDOR.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE RFP/PROPOSAL OPENING DATE.

__________________________________________________________________________  __________________________________________________________________________
Authorized Signature                                                                 Vendor’s Name
__________________________________________________________________________  __________________________________________________________________________
Typed or Printed Name                                                                 Number and Street Address

__________________________________________________________________________  __________________________________________________________________________
Title                                                                                      City, State, Zip Code

__________________________________________________________________________  __________________________________________________________________________
( ) Telephone Number                                                                     ( ) Fax Number

__________________________________________________________________________  __________________________________________________________________________
Email Address

RFPs Will Not Be Accepted If This Page Is Not Signed By An Authorized Representative.
SECTION X - ATTACHMENTS

A. Sample Contract — A sample contract is included for your review (Attachment A). The sample contract included with this RFP is included as a form of reference only. The final contract may or may not be the same at the time of contracting. All respondents must submit an Evidence of Insurance (EOI) Certificate. Please note that the insurance standards of the sample contract reflect the minimum requirements for working with The HARRIS CENTER. The insurance requirements may vary depending on the type of services being provided. Agency shall solely determine the required policy types and limits pursuant to underwriter or state requirements. Upon award of the contract resulting from this RFP, the Contractor must be able to meet all minimum insurance requirements, and provide a Certificate of Insurance to meet the requirements of the approved and accepted contract. Additionally, The Harris Center must be listed as an Additional Insured on the Certificate of Insurance, along with the proper and required subrogation provision(s). Failure to purchase and maintain the required insurance may result in termination of the contract process. Required insurance must remain in full force and effect throughout the duration of the contract.

As an Agency of the State, The HARRIS CENTER does not indemnify or limit damages. Jurisdiction lies in Texas and venue shall be in Harris County.

B. HUB Subcontracting Plan (Historically Underutilized Business)

C. Deviation Form

D. Notice “Not to Participate” Form

E. W-9
ATTACHMENT A

SAMPLE

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
Short Term Consultant Agreement

Contract ID No. _______

This Agreement ("Agreement") is between The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County), (the "Agency" or "The HARRIS CENTER"), a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended and ____________ ("Consultant") at ______________, ______________ collectively herein the parties. The parties agree to the following:

SERVICE DESCRIPTION

Agency retains Consultant and Consultant agrees to provide ______________ services for the ______________, which may be more substantively described if the parties so desire on Exhibit "A" attached hereto and made part of this Agreement (the "Services").

DURATION AND CANCELLATION

Consultant shall provide the Services to Agency as follows: (Complete One)

☒ 1. For the period beginning on ________, 2019 and ending on ______________.
☐ 2. On the following specific dates: ________________________________
☐ 3. Other:

For purposes of this Agreement, the Agency acknowledges and understands that, unless otherwise provided in Exhibit "A", Services rendered by the Consultant per day shall consist of a total of seven (7) contact hours over the course of up to eight hours per training day. This Agreement may be canceled by either party with forty-eight hours prior written notice to the other at the email or address set forth below.

FEES AND EXPENSES

As consideration for the Services, Agency agrees to pay Consultant a not to exceed amount of ________________
Dollars 00/100 ($__________.00) based upon an estimate of ________ hours per day at the stated rate of $________
dollars per hour for a maximum of ________ days.

PAYMENT

Payment will be made upon receipt of an invoice and shall be based upon completed services. In no event shall the invoice be tendered later than the end of the Agency fiscal year on August 31, 2019. Agency will pay said invoice within ten calendar days from Agency's receipt of a complete and accurate invoice with any supporting documentation if applicable. The designated employee authorized to receive and approve invoices on behalf of the Agency is ________________________________.

Consultant acknowledges that all travel related expenses including but not limited to mileage, hotel and per diem are the sole responsibility of Consultant. Consultant is solely responsible to seek any reimbursement for travel cost
SAMPLE

directly through ________. The Agency has no responsibility in regards to seeking reimbursement of travel expenses on behalf of Consultant but will not unreasonable withhold any documentation that supports reimbursement of the travel upon request by Consultant.

OBLIGATIONS OF CONSULTANT

Interaction

Consultant must in the performance of this Contract, interact with Agency staff, or possible other Consultants of Agency in a cooperative manner and will keep the Agency staff responsible for this contract as stated herein apprised at all times as to any needs or issues regarding Consultant’s ability to perform the contemplated services under this contract as necessary.

INDEPENDENT CONSULTANT

It is the intent of Agency and Consultant that Consultant is an Independent Contractor and not an employee of the Agency for any purpose. Consultant and Agency understands and agrees that (a) Agency will not withhold or pay on behalf of Consultant pursuant to this Agreement any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to Consultant any of the benefits, including workers’ compensation insurance coverage, afforded to employees of Agency; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Consultant; and (c) Consultant must indemnify and hold harmless Agency from any damages or liability, including attorneys’ fees and legal expenses, incurred by Agency with respect to such payments, withholdings, and benefits.

INSURANCE

A. Policies, Coverage’s, and Endorsements.

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverage’s and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor’s personnel under this Agreement and all extensions and amendments thereto.

1 - Commercial General Liability $1,000,000/$2,000,000

2 - Professional Liability $1,000,000/$3,000,000

3 - Workers’ Compensation & Employers’ Liability (if applicable)

Medical & Indemnity

Employers’ Liability Statutory Requirements $1,000,000

B. Insured Parties

All policies excluding professional liability and worker’s compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements of policy during the term of this Agreement.
C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

D. Proof of Insurance

The policies, coverage's and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an Additional Insured party (excluding professional liability) and the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

E. Cancellation

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

DISPUTE RESOLUTION

In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

RECEIPTS AND RECORDS

Consultant must retain all financial records, supporting documents, statistical records, and any documents pertinent to this Contract until seven (7) years after termination of this Contract or until any audits, in progress at the end of the seven (7) year period, are complete, whichever is later. Consultant agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as all other financial and supporting documents and statistical records.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

Consultant shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Consultant has committed an action that constitutes grounds for the denial or revocation of the certification or license. Consultant must maintain all certifications, registrations, licenses or permits required by law to remain in good standing in the profession during the terms of this Contract. In addition, Consultant must inform Agency immediately of any changes to such certifications, registrations, licenses or permits during the term of this Contract. Consultant will further report to Agency if any professional has had his/her professional license revoked. If Consultant’s employee has such a denial or revocation, and Consultant fails to remove such employee, then this Agreement may be terminated without prior notice. Consultant certifies that its license, permit, or certificate has not been revoked by any Health and Human Service Agency or Public Safety and Criminal Justice Agency, if applicable.
CONTRACTUAL ABEYANCE OR BAR & DISCLOSURE

Consultant certifies that the Consultant and all Sub-Consultants are not held in abeyance or barred from the award of a federal or state contract at the time of executing this contract. Consultant must notify Agency if Consultant is or becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract.

REPRESENTATIONS

Consultant agrees that it shall comply with relevant HHSC rules and community standards, certifications, accreditations, and licenses, as specified by the Agency, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement.

INDEMNIFICATION

Consultant hereby agrees to hold harmless and indemnify the Agency and all of its Directors, Officers, Employees, and Agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any injuries, death or damage received or sustained by any person or persons or property, including but not limited to Agency’s, arising out of or occasioned by any acts or negligence of Consultant or Consultant’s personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

TERMINATION

Term

This Agreement is effective from ________________ 2019 to ________________, 20__.

Immediate Termination

Agency may terminate this Agreement immediately if:

(a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas legislature;
(b) Consultant has become ineligible to receive Agency funds;
(c) Consultant has its Texas license or certification suspended or revoked, if applicable;
(d) If the Consultant submits falsified documents or fraudulent billings, or if the Consultant makes false statements.

MISCELLANEOUS

BUSINESS ETHICS

During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTER will maintain business ethics standards aimed at avoiding real or apparent impropriety, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Consultant by The HARRIS CENTER employees, directors, officers and agents. At any time Consultant believes there may have been a violation of this obligation or any business ethics standard, Consultant shall notify The HARRIS CENTER of the possible violation.
CERTIFICATION OF NON-VIOLATION

Under Texas Government Code §2261.053, Consultant certifies that Consultant has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

NONDISCRIMINATION

The parties hereto agree to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act of 1990, Age Discrimination in Employment Act, and the Civil Rights Act of 1991 and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These named statutes provide in part that no persons in the United States shall, on the grounds of race, color, national origin, religion, sex, age, disability, or political affiliation be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

LOBBYING AND POLITICAL ACTIVITY

Consultant shall not use funds received under this contract to pay any person for influence or attempting to influence an officer or employee or any Agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.

CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES

Effective as of January 1, 2016, pursuant to Texas Government Code §2252.908, a governmental entity or state Agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state Agency at the time the business entity submits the signed contract to the governmental entity or state Agency. The law applies only to a contract of a governmental entity or state Agency that either (1) requires an action or vote by the governing body of the entity or Agency before the contract may be signed or (2) has a value of at least $1 million. This applies to any The HARRIS CENTER contract with a not to exceed value of $50,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply to an institution of higher education. For more information see https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm.

AMENDMENT

Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Consultant.

ELECTRONIC OR FACSIMILE SIGNATURES AND DUPLICATE ORIGINALS

Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
SAMPLE
GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

NOTICES. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.
If to the Agency:
Director of Contracts
Contract Services
The HARRIS CENTER for Mental Health and IDD
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:
_________________________________________________________
_________________________________________________________
_________________________________________________________

ASSIGNABILITY

Agency reserves the right to assign this contract and the rights and obligations hereunder. No assignment of this Contract or the rights and obligations hereunder by Consultant will be valid without the written consent of the Agency.

EXHIBITS

All Exhibits referred to in this Agreement and attached hereto are incorporated herein as if fully set out.

CONFIDENTIALITY STATEMENT

I fully understand and agree that in the performance of my duties as a Consultant with The HARRIS CENTER for Mental Health and IDD, I must hold Agency information in confidence. I understand that any violation of the confidentiality of information may result in immediate termination of my contractual relationship with The HARRIS CENTER.

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (PHI)

Consultant Agrees To:

a. General

(1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, and Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Consultant from or on behalf of the Agency.

(2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations
(3) (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as “Privacy Requirements”.

b. Representations.

(1) Consultant represents that Consultant and their employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to Agency upon request.

DECLARATION

Consultant fully understands the policy of The HARRIS CENTER for Mental Health and IDD that directs that no Consultant shall have any interest, financial or otherwise, direct or indirect, which conflicts with the interests of the Authority. No Consultant shall engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties for the Authority.

ENTIRE AGREEMENT

This Agreement, together with the attached exhibits(s), all of which are incorporated herein by reference, constitutes the sole and only Agreement of the parties hereto and subject matter hereof. Any prior agreements, promises, negotiations or representations, understandings, either oral or written, relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

[SIGNATURE PAGE TO FOLLOW]
Contractor fully understands the policy of The HARRIS CENTER for Mental Health and IDD that directs that no Contractor/Consultant shall have any interest, financial or otherwise, direct or indirect, which conflicts with the interests of the Authority. No Contractor/Consultant shall engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties for the Authority.

Consultant

Name and Title

Date

The HARRIS CENTER for Mental Health and IDD

Wayne Young, MBA, LPC, FACE
Chief Executive Officer

Date

REVIEWED:

Silvia Tiller Esq. Director of Contracts

Contract Owner Name and Title

APPROVED AS TO FORM

Kendra Thomas, General Counsel

Date
# Certificate of Interested Parties

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1. Name of business entity filing form, and the city, state and country of the business entity's place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
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<td>Controlling</td>
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<td>Intermediary</td>
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5. Check only if there is no interested party.

☐

8. **Affidavit**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

__________________________
Signature of authorized agent of contracting business entity

APPEX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ___________________________ this the ______ day of __________________, 20______, to certify which, witness my hand and seal of office.

__________________________
Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

---

ADD ADDITIONAL PAGES AS NECESSARY
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

(HUB-LOI IS USED BY POTENTIAL CONTRACTOR/VENDOR TO IDENTIFY SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Contractor: ______________ Vendor Identification Number: ____________

Address: ____________________________________________________________

Phone: ____-____-____ Proposal Number: ____________ Contract Amount: ________

Description of commodities/specifications: ______________________________________

Duration of Contract: _________________________________________________

Name of Subcontractor/Supplier: _______________________________________

Address: ___________________________________________________________

Phone: ____-____-____ Is the subcontractor a certified HUB? _____Yes_____No

If yes, enter the GSC Certificate (VID) number: __________________________

Dollar amount of contract with subcontractor/supplier: $___________________

Percentage amount of contract with subcontractor/supplier: % ______________

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER
ATTACHMENT C

DEVIATION FORM

Commitment Statement

As a prospective contractor and representative Agent of (Company Name) I hereby state my commitment to comply with all the Contract terms, conditions or specifications contained in the RFP and proposed Contract. (ATTACHMENT C)

THIS COMMITMENT STATEMENT MUST BE SIGNED BY THE PROSPECTIVE CONTRACTOR WHETHER THERE ARE DEVIATIONS LIST OR NOT, AND SUBMITTED WITH THIS RESPONSE

<table>
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<tr>
<th>DEVIATION</th>
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<td>SPEC #</td>
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<td>Or Page #</td>
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</table>

Company Name ____________________________  Authorized Signature ____________________________  Date _____________

EXTERNAL EVALUATION OF JAIL DIVERSION PROGRAM RFP  Page 26 of 28
ATTACHMENT D

NOTICE "NOT TO PARTICIPATE" FORM

Dear Supplier

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:

☐ Our company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following category(ies) so that we may Proposal at a later date:

Category(ies):

☐ We have chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason(s):

☐ Please REMOVE our name from all The Harris Center lists until further notice.

Reason(s):

Company Name:

Representative:

Please Print

Address: Phone ( )

E-mail: Fax ( )

PLEASE RETURN THIS FORM ONLY TO:
The Harris Center for Mental Health and IDD
Purchasing Department
Notice "Not to Participate"—PHARMACY RETAIL SOFTWARE SYSTEM
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature:

Title: __________________________ Date: __________________

SUPPLIERS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. SUPPLIERS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.
Thank you for your time and assistance.
ATTACHMENT E

FORM W-9, Rev. October 2018, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 6
Attached

Suppliers are to complete this form and submit with their Proposal documents. Go to attached link for W-9, if Solicitation was emailed.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=Partnership)
   - Note: Check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   - (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number

Or

Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien;
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
• An estate (other than a foreign estate); or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and then pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.
• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding
What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Line 1**
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

- If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

  a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

  b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ if you filed your application.

  c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

  d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

  e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(i)(ii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the same as your income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is</th>
<th>THEN check the box for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>a(n) ...</td>
<td>Corporation</td>
</tr>
<tr>
<td>• Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>• Individual</td>
<td>Individual/s Sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>• Sole proprietor, or</td>
<td>LLC treated as a partnership for U.S. federal tax purposes,</td>
</tr>
<tr>
<td>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</td>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</td>
</tr>
<tr>
<td>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
<td>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
</tr>
<tr>
<td>• Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>• Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

**Line 4, Exemptions**
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
  1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h).
  2. The United States or any of its agencies or instrumentalities.
  3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities.
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
  5. A corporation.
  6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession.
  7. A futures commission merchant registered with the Commodity Futures Trading Commission.
  8. A real estate investment trust.
  9. An entity registered at all times during the tax year under the Investment Company Act of 1940.
  10. A common trust fund operated by a bank under section 594(a).
  11. A financial institution.
  12. A middleman known in the investment community as a nominee or custodian.
  13. A trust exempt from tax under section 664 or described in section 4947.
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5&lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid for by a federal agency executive.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (TIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note: See What Name and Number To Give the Requestor, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213.

Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradeable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account: Give name and EIN of:

14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(vii)(b)

For this type of account: Give name and EIN of:

1. Individual

2. Two or more individuals (joint account) other than an account maintained by an FFI

3. Two or more U.S. persons (joint account maintained by an FFI)

4. Custodial account of a minor (Uniform Gift to Minors Act)

5. a. The usual revocable savings trust (grantor is also trustee)

6. Sole proprietorship or disregarded entity owned by an individual

7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(vi)(A))

For this type of account: Give name and EIN of:

8. Disregarded entity not owned by an individual

9. A valid trust, estate, or pension trust

10. Corporation or LLC electing corporate status on Form 8832 or Form 2553

11. Association, club, religious, charitable, educational, or other tax-exempt organization

12. Partnership or multi-member LLC

13. A broker or registered nominee

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2 Circle the minor’s name and furnish the minor’s SSN.

3 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN.

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-929-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.