Request for Proposal

The HARRIS CENTER for
Mental Health and IDD

Insurance Agent of Record Services
for Property and Casualty Insurance

October 2017

Job #18/0006

The HARRIS CENTER for
Mental Health & IDD
Purchasing Department
9401 Southwest Freeway
Houston, Texas  77074
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A. Sample Contract
B. HUB Subcontracting Plan (Historically Underutilized Business)
C. Deviation Form
D. Notice “Not to Participate” Form
INVITATION

The HARRIS CENTER for Mental Health & IDD (“Agency”/ The HARRIS CENTER) is accepting Proposals from Contractors experienced in providing Insurance Agent of Record Services for Property and Casualty Insurance.

The HARRIS CENTER 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.

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

In accepting Proposals, the Agency reserves the right to reject any and all Proposals and 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 Proposal, the Agency will only release the names of the Contractor/Contractor(s) 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.

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

Nina M. Cook, MBA, CPPB
Purchasing Manager
The HARRIS CENTER for Mental Health and IDD
SECTION I – OVERVIEW

BACKGROUND AND OBJECTIVES

The HARRIS CENTER for Mental Health and IDD (“Agency” / The HARRIS CENTER) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately (25) Twenty-Five to (30) Thirty Thousand Harris County residents each year.

The HARRIS CENTER, provides mental health and intellectual & developmental disability services to Harris County residents through four service divisions: Mental Health Outpatient Services, Mental Health Forensics, Intellectual & Developmental Disability Services, and the Comprehensive Psychiatric Emergency Program. As the largest provider of mental health & IDD supports in Texas, we served over 51,518 individuals in Fiscal Year 2016.

The HARRIS CENTER for Mental Health & IDD, is the largest community based provider of clinical services to mental health and IDD consumers in Texas. It maintains operations at over 25 facilities 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 the contract. Our goal is to employ best practices and cost effectiveness.

The HARRIS CENTER seeks to purchase property and casualty insurance protection for all lines of coverage. The agent selected by the Agency to become the Insurance of Agent of Record for property and casualty insurance protection will be qualified to assist The HARRIS CENTER in analysis, selection and purchase of such policies and will receive an Agency Fee for such services. The Agency Fee is provided for services rendered and in lieu of commissions received by the Agent of Records for Property and Casualty Insurance; requiring any commissions received by the Agency of Record to be submitted over to the Agency. Services also; extends to Agency’s non-profit 501© affiliates that are independently insured and critical to The HARRIS CENTER’s umbrella services.

The Agency’s current premium volume is approximately $1,150,000.00 (One Million One Hundred Fifty Thousand Dollars). The agent will be exclusively authorized to represent The HARRIS CENTER for a designated period of time. The selected agent will be expected to represent The HARRIS CENTER diligently and in a professional manner and to bring to The HARRIS CENTER the benefit of his/her experience and knowledge of property and casualty insurance. Current coverage includes Property, Builders Risks; Commercial General Liability, Directors and Officers, Public Officials E & O, Employment Practices, Professional, Sexual Misconduct; Auto, Auto Physical Damage; Excess Liability; Workers’ Compensation and Employers Liability; Flood, Notary E & O, Notary Bonds; Fiduciary, Crime; and Cyber Security. The selected Agent of Record will represent The HARRIS CENTER for all lines of coverage. The current ratable total property value is $113,376,732. The total paid for all lines of auto coverage over a 10 year period is approximately $543,000, including $288,000 in business auto coverage. The HARRIS CENTER’s coverage is currently placed with the Texas Council Risk Management Fund (“TCRMF”), with the exception of crime, fiduciary, additional coverage related to flooding and windstorm, notary, and cybersecurity. There are no known buy out stipulations with TCRMF that would affect movement of policies to a different carrier.

The contract period is anticipated to begin after The HARRIS CENTER’s Board has approved the submittee’s recommendation(s). At the discretion of THE HARRIS CENTER, the provider(s) selected for the provision of services(s) outlined in the Request for Proposal (RFP) will be considered for subsequent contract renewals based upon satisfactory performance and service.
## SECTION II - PROPOSAL (RFP) TIME LINE OF EVENTS

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Release of Proposal to Prospective Providers:</td>
<td>Tuesday, October 24, 2017</td>
</tr>
<tr>
<td>Deadline for Questions from Vendors:</td>
<td>Monday, October 30, 2017, close of business</td>
</tr>
<tr>
<td>Deadline for Responses to response Questions:</td>
<td>Thursday, November 2, 2017, close of business</td>
</tr>
<tr>
<td>Deadline for submission of RFP:</td>
<td>Thursday, November 9, 2017, 11:00 a.m.</td>
</tr>
<tr>
<td>Proposal Opening:</td>
<td>Thursday, November 9, 2017 at 11:15 a.m.</td>
</tr>
<tr>
<td>Anticipated Award Date:</td>
<td>After Board Meeting–December 2017</td>
</tr>
</tbody>
</table>
SECTION III - GENERAL INSTRUCTIONS

A. Deadline for Questions & Answers

The Deadlines for questions & answers from participating Contractors, submitted via fax or email:

Deadline for questions from Contractors: Monday, October 30, 2017, 5:00 p.m.
Deadline for Response to Questions: Thursday, November 2, 2017, 5:00 p.m.

All questions concerning the PROPOSAL specifications must be submitted in writing and fax or emailed to the following team members:

Marguarette C. Washington, Senior Buyer, Purchasing
Office: (713) 970 – 7304
Fax: (713) 970 - 7682
Email: Marguarette.washington@theharriscenter.org

CC:

Sharon Brauner, C.P.M., Buyer III
Office: (713) 970-7279
Fax: (713) 970-7682
Email: sharon.brauner@theharriscenter.org

B. Submittal Procedure

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

Deadline to submit “Final Proposal” is Thursday, November 9, 2017. The original Proposal, signed in ink, six (6) additional photocopies and a flash drive (USB), should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The HARRIS CENTER FOR MENTAL HEALTH & IDD
Purchasing Department
Attn: Marguarette C. Washington, Senior Buyer
9401 Southwest Freeway
Houston, Texas 77074

“DO NOT OPEN UNTIL THURSDAY, NOVEMBER 9, 2017 - 11:00 A.M.”

NO PROPOSAL WILL BE ACCEPTED AFTER THE STATED DEADLINE

Respondents may mail or personally deliver their response to this Proposal to the Purchasing Department of The HARRIS CENTER at the above address. The Agency 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 to this Request for Proposal shall include all documentation as requested in the Request for Proposal.
C. Proposal Opening

A Public Proposal Opening will be held at 11:15 a.m. immediately following receipt of Proposals on Thursday, November 9, 2017 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 Contractor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

E. Immigration Reform and Control Act Of 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. FORM W-9

Offerors are to complete Form W-9 and submit with their Proposal documents.

G. References and Experience

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties are required to provide a minimum of five (5) references where interested party has provided services (within the last six months) that pertain to this type of service. References shall include company name, address, telephone number, fax number, contact person and email address. The interested parties must agree to authorize clients to furnish any information required by The Agency to verify references provided, and for determining the quality and timeliness of previous work performed.

Contractor/Contractor(s) shall submit with their Proposal, documentation of past performance in projects of similar magnitude and resulting customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness and flexibility, etc.

H. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this RFP will be made no more than sixty (60) days after the RFP DUE DATE. All interested parties are required to guarantee their fees/pricing as an irrevocable offer valid for one hundred twenty (120) days after the RFP due date. The HARRIS CENTER for Mental Health & IDD in its sole and absolute discretion shall have the right to make an award for any and all items/services listed in each Proposal, shall have the right to reject any and all responses to this Proposal document as it deems to be in its best interest, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept a response of any one vendor.
I. Licenses and Certifications

Any and all licenses and certifications as required by authorities having jurisdiction; local, state, county, and/or federal, are the total responsibility of the interested parties/Contractor 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 Contractor. Any party that is awarded a contract pursuant to this RFP will be required to demonstrate compliance with said licensing/certification requirement through submissions of proof of any/all license/certifications.

J. Financial Information

Contractor must submit a copy of their last AUDITED financial statement. Include a copy of you latest annual report or other comparable document. As evidenced by financial information requested, indication that the contractor is financially stable and able to provide the system and services as indicated in the RFP.

K. Payments

Contractor/Contractor(s) is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment, each invoice should indicate purchase order number, description of purchased item or service provided.

L. Price Adjustments

Contractor/Contractor(s) will be required to honor their proposed prices for the term of the contract period.

M. Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB’S) in contracts for services, (including professional and consulting services). Please submit proof of Historically Underutilized Business “HUB” state certificate. Submit the form with your response along with a copy of the subcontractor 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. 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 services, (including professional and consulting services). Please submit proof of City of Houston M/W/DBE certificate.

O. Direct or Indirect Assignment

The successful Contractor will not be permitted to directly or indirectly assign rights and duties under the contract without expressed approval of the Agency.
SECTION IV - PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any Proposal 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 Proposals must be an irrevocable offer valid for one hundred twenty (120) days after the Proposal opening.

C. Late Proposals

Proposal received after the stated deadline shall be deemed late and will not be considered.

D. Irregularities in Proposals

Except as otherwise stated in this Request for Proposal, evaluation of all Proposals will be based solely upon information contained in the Contractor's response to this Proposal. The HARRIS CENTER shall not be held responsible for errors, omissions or oversights in any Contractor's response to this Proposal. 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 responses to this Proposal containing a statement, representation, warranty or certification which is determined by the Agency 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 Proposal.

The inability of a Contractor to provide one or more of the required components or specified features or capabilities required by this Proposal does not, in and of itself, preclude acceptance by the Agency of the Proposal. All Proposals will be evaluated as a whole in the best interest of Agency.

E. Oral Presentations

Any Contractor that submits a response to this Proposal may be required to make an oral presentation for further clarification upon Agency’s request.

F. Amendments to the Proposal

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

G. Availability of the Proposal

After opening, each response to this Proposal, except those portions for which a Contractor has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection.
H. Retention of Proposals

All Proposals considered by The HARRIS CENTER shall become the property of the Agency and shall not be returned.

I. Notice “Not to Participate” Form

We ask that the prospective Contractors who respond to this Request for Proposal invitation whether they can or cannot provide products, supplies and / or services (s) outlined in this RFP complete the Notice “Not to Participate” form. Contractors who respond to this RFP invitation will remain on our mailing list. Contractors 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 Contractor/Contractor(s) in the preparation and submission of a Request for Proposal response. This provision also includes any costs involved in providing an oral presentation of the Proposal.

K. Local Office

The successful Contractor will be required to have a local Houston area office. Preference will be given to Contractors with offices, which have been established and operational, a minimum of two (2) years before this Request for Proposal.

L. 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 proposal 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. (Attachment C)

M. Subcontractors

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors.

N. Term of Contract

The intent of the Request for Proposal is to award for one (1) base year with four (4) optional annual renewals options at the sole discretion of The HARRIS CENTER based on satisfactory performance, which will be reviewed on an annual basis.
O. Representation

Current premium volume is approximately $1,150,000.00 (One Million One Hundred Fifty Thousand). The agent will be exclusively authorized to represent THE HARRIS CENTER for a designated period of time.

P. Pricing

Each contractor shall provide responses to "Proposal Reply" page with their proposal cost detailed as per the template provided in Section IX.

Q. 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
SECTION V - INSURANCE REQUIREMENTS

A. Policies, Coverages, 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 amounts equal to or possible greater than specified coverages 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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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</tbody>
</table>

2- Professional Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

3- Workers' Compensation & Employers' Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical &amp; Indemnity</td>
<td>Statutory Requirements</td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

4- Business Automobile if transporting our consumers if applicable

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Bodily Injury &amp; Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

B. Insured Parties

All policies excluding professional liability, employer's liability and workers 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, coverages 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 (excluding professional liability or employer's 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.

F. Indemnification

To the extent permitted under the laws of the State of Texas, Contractor hereby agrees to hold harmless 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 clients, arising out of or occasioned by any negligent acts of Contractor or Contractor'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.
SECTION VI – PROPOSAL EVALUATION PROCESS

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 determined. A total of 100 percentage points for the following items will be considered a perfect score.

The following will be significant factors in evaluating proposals, but the evaluation will not be limited to these items when making a final recommendation.

<table>
<thead>
<tr>
<th></th>
<th>Overall Program Concept</th>
<th>10%</th>
<th>Indication that the contractor has a well-defined concept and program structure for all components of service desired by The HARRIS CENTER.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Understanding</td>
<td>10%</td>
<td>Indication that the contractor understands the nature of The HARRIS CENTER services and constraints in providing those services and that the contractor has thoroughly analyzed The HARRIS CENTER's needs.</td>
</tr>
<tr>
<td>C.</td>
<td>Financial Condition</td>
<td>5%</td>
<td>Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each contractor, indication that the contractor, is financially stable and able to provide related services in its entirety.</td>
</tr>
<tr>
<td>D.</td>
<td>History and Description of Firm</td>
<td>10%</td>
<td>Provide a brief history and description of your firm. The description should include the size (number of employees and premium revenues) and areas of specialization. Provide the same information for the office which would handle The HARRIS CENTER's account.</td>
</tr>
<tr>
<td>E.</td>
<td>Human Capital</td>
<td>10%</td>
<td>Provide names and experience information of each individual that would be assigned to work on The HARRIS CENTER's account. This should include account executives, marketing personnel and others that would actively work on behalf of The HARRIS CENTER. Be sure to identify the individual within your firm that will have overall responsibility for The HARRIS CENTER's account and the office in which each account team member is located as well as the physical location of the office which would be designated to serve The HARRIS CENTER. Provide the types of services that will be provided by the service team.</td>
</tr>
<tr>
<td>F.</td>
<td>Performance Goals and Objectives</td>
<td>10%</td>
<td>Describe your plan on how to keep abreast of The HARRIS CENTER's needs and required changes, as well as how your company will handle liability renewal cycles. Include your methodology of acquiring, retaining, utilizing and updating client data for use during all coverage cycles. Indicate what, if any, special considerations are required for each line of coverage.</td>
</tr>
<tr>
<td>G.</td>
<td>Service Potential</td>
<td>10%</td>
<td>Describe your firm's ability to assist The HARRIS CENTER in providing assistance with claims, beginning through contract end, and ability to start on time. Include experience with governmental or similar risk pools, healthcare entities and their subsidiaries (e.g., 501c3). Include an example of your experience in each of these areas.</td>
</tr>
<tr>
<td>H.</td>
<td>Special Skills</td>
<td>10%</td>
<td>Describe any special expertise your firm has in providing liability coverage and support services to government, 501c3, or other HARRIS CENTER related organizations, including but not limited to safety, loss prevention and risk management planning. Include any outstanding achievements, including premium/deductible reductions or other noteworthy accomplishments on behalf of referenced entities.</td>
</tr>
<tr>
<td>I.</td>
<td>References</td>
<td>10%</td>
<td>Provide the names, telephone numbers, and addresses of at least five business references; preferably, from similar not-for-profit entities located in Texas. Particularly those in the Houston area and other Mental Health Care Centers of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.</td>
</tr>
<tr>
<td>J.</td>
<td>Past Performance</td>
<td>5%</td>
<td>Documentation of past performance in areas of this magnitude and resulting customer satisfaction.</td>
</tr>
<tr>
<td>K.</td>
<td>Cost</td>
<td>10%</td>
<td>Since final cost will eventually be negotiated with the successful proposer, cost will only become a determining factor when all other conditions are equal.</td>
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</tbody>
</table>

Not all evaluation factors are equal in importance, and each factor will be weighted during the evaluation process in accordance with its importance to The HARRIS CENTER.
Your proposal shall include responses to the following questions and or statement.

A. Overall Program Concept – 10%:

1) What will contractor do to proactively engage The HARRIS CENTER of Harris County in improving its policies and procedures related to incidents and accidents affecting employees, consumers, and visitors?
2) How will contractor assure that a “Consent to Settle” clause is included in liability agreements?
3) What is contractor’s overall risk management approach?
4) In what types of programs will contractor engage The HARRIS CENTER to assure the very best liability coverage?
5) Provide evidence of contractor’s ability to provide services based upon a well-defined concept and program structure for all components of service desired by The HARRIS CENTER.

B. Understanding – 10%:

1) How will Contractor analyze The HARRIS CENTER’s safety and loss prevention needs to position itself to successfully integrate program enhancements?
2) Based on Contractor’s experience in this area, what types of programs will likely be implemented for The HARRIS CENTER?
3) What specific areas of workers’ compensation coverage will contractor address? What mechanisms will Contractor use to address them?
4) How will Contractor assure significant contributions to the overall safety of The HARRIS CENTER employees, consumers, and visitors?
5) How will Contractor promote active participation from liability carriers in reducing The HARRIS CENTER’s liability claims and costs?
6) What is Contractor’s understanding of the potential impact of the Texas Tort Claims Act upon claims filed against The HARRIS CENTER?
7) How informed is Contractor concerning personal auto liability claims when the driver of a privately owned vehicle is at fault or not at fault; involving injured passengers/consumers?
8) How will Contractor enhance The HARRIS CENTER’s safety program within each quarter of the first year of service; and each year thereafter?
9) What specific areas of cyber security will the Contractor address with The HARRIS CENTER?
10) For what types of entities has the Contractor secured cyber liability coverage? What year?
11) What has been the Contractors experience with claims related to HIPPA violations?
12) What has been the Contractors experience with coverage for and/or responding to cyber-attacks?

C. Financial Condition – 5%

1) Does contractor anticipate mergers or acquisitions during the term of service with The HARRIS CENTER?
2) If so, what impact would the merger or acquisitions have upon contractor’s ability to provide appropriate services to The HARRIS CENTER?
3) Is Contractor prepared to invoice premiums, deductibles, retentions losses, etc. to ensure approved coverage is secured for The HARRIS CENTER?

D. History and Description of Firm – 10%:

1) How long has Contractor provided services in the Houston area? Explain
2) Does Contractor provide services to other health care entities in the Houston area? Explain
3) Does Contractor provide services to other governmental entities in the Houston area? Explain
4) Does Contractor provide services to other 501c3 organizations in the Houston area? Explain
E. Human Capital – 10%:

1) What type of ongoing training does Contractor/Contractor provide for employees that may be assigned to The HARRIS CENTER’s account?
2) How many of Contractor’s local employees have experience with governmental entities such as The HARRIS CENTER?
3) What specific services are to be expected with respect to the items noted below?
   a. Notaries
   b. Monthly workers’ compensation and liability claims reports
   c. Claims handling
   d. Coverage documents
   e. Responses to requestS for certificates of insurance
   f. Invoicing
   g. Safety news bulletins
   h. Stewardship Review meetings
   i. Safety/site tours/visits

F. Performance Goals and Objectives – 10%:

1) What are the most common liability exposures for publicly funded entities such as The HARRIS CENTER? Based on this assessment, what will contractor do to help eliminate these exposures for The HARRIS CENTER?
2) What is required to fully analyze the effectiveness of each line of liability coverage? Be specific as to types of coverage and losses, including but not limited to property, professional liability, general liability, auto, fiduciary and crime?
3) What steps will Contractor take to stay abreast of the Agency’s liability program?
4) How will Contractor proactively inform and support The HARRIS CENTER throughout renewal cycles?
5) What is the Contractor’s proposed schedule of renewal events?

G. Service Potential – 10%:

1) How will Contractor contribute to the overall reduction of workers’ compensation claims?
2) What types of regular meetings will Contractor hold with the Agency’s Risk Manager? What specific items will be addressed?
3) What type of analytical reports will Contractor provide for the board of trustees? What data will be included in the reports?
4) What type of analytical reports will Contractor recommend for the Agency’s Safety and Risk Management Committee? Where will the data be housed?
5) How will Contractor assist The HARRIS CENTER in the event of man-made or natural disasters affecting property, employees, consumers, and visitors to The HARRIS CENTER facilities?
6) What coverage will be recommended for protection from catastrophic losses?
7) How will Contractor assist The HARRIS CENTER in preparing and responding to disasters and potentially catastrophic events?
8) How will Contractor assist The HARRIS CENTER in filing claims?
9) Has Contractor worked directly with Contracts Departments within similar organizations? If so, what type of information has been most helpful in the Contracts Department’s (a) routine operations; and (b) unique solutions?
2) What information and training will contractor provide to the Agency’s board of trustees concerning Directors & Officers Liability?
3) What information and training is Contractor prepared to provide to the Agency’s staff concerning the prevention and management of claims related to property, cyber security, medical malpractice, Directors & Officers, Workers’ Compensation and General liability?
4) Is Contractor be able to assist the Human Resources staff in preventing employment claims?
5) What experience does Contractor have with helping to decrease the number of incidents/accidents involving patient/consumer aggression?
6) Do you recognize any similarities between Local Mental Health Authorities and The HARRIS CENTER’s liability coverage? If yes, what were the similarities and differences between the programs?
7) What substantive details were gleaned from these comparisons that could impact how Contractors would service the unique complexities of The HARRIS CENTER, e.g., workforce, consumer population, owned/leased property?
8) What special skills and/or training tools will Contractor utilize to inform The HARRIS CENTER and its workforce?
9) In what type of forum will these skills and/or training tools take place?
10) What innovative tools and enhancements will Contractor bring to The HARRIS CENTER’s liability program?
11) What if any observations has Contractor made for property loss prevention during visit(s) to The HARRIS CENTER facilities?
12) What contributions can Contractor make to the overall safety of building occupants and visitors to its facilities with regard to access control?
13) How will contractor contribute to the overall safety of building occupants and visitors to its facilities with regard to access control?

I. References – 10%:

1) Do the employees in Contractor’s Houston office only provide service to contractor’s clients in the Houston area? Why or why not, please explain
2) How many of contractor’s employees from other areas serve contractor’s clients in the Houston area?

J. Past Performance – 5%:

1) With regard to Contractors past performance, what specific indications demonstrate an ability to handle the level of expectations required by The HARRIS CENTER?
2) To what extent is Contractor’s past performance relative to performance requirements of The HARRIS CENTER?

K. Cost – 10%:

1) What fees will Contractor charge as payment for providing Agent of Record services? To what entity will the fees be charged?
2) Is the Contractor willing to disclose compensation from all fees and commissions pertaining to The HARRIS CENTER’s program?
3) Is contractor willing to cap the fee rate and return commissions received over and above the capped fee rate to The HARRIS CENTER?
SECTION VII – SPECIALIZED SERVICES TO BE PERFORMED

Scope of Services:

Contractor will provide insurance agent of record services relating to the analysis, selection, purchase and management of all The HARRIS CENTER’s property and casualty insurance policies.

Specific Needs:

In order to be considered all proposals must provide and submit information as indicated below:

1. Full name, experience and credentials of broker who would be named the Agent of Record.
2. Full names, experience and credentials of other supporting brokers or specialists within the firm.
3. The name of the firm where the agent is employed, type of business entity and ownership.
4. Business addresses for the preceding ten (10) years for the business entity and the agent.
5. Qualifications and size of the firm.

Including:
• Number of Commercial Clients;
• Number of Employees;
• Amount of Insurance Premium currently managing

6. A description of the agent’s experience

Including:
• Number of years of property and casualty insurance (minimum ten years required);
• Number of years handling professional liability and casualty insurance (minimum ten years required);
• Number of years managing liability, risk and casualty issues including both facility and vehicle coverage(s) (minimum of five (5) years required).

7. A list of major insurance companies actively represented that are available to write property, casualty and professional liability insurance tailored to the needs of a health care environment. Document and submit Premium Volume for each category.

8. Certification of agent’s license to do business in the State of Texas as a Local Recording Agent.

9. Certification of a minimum of $1,000,000 errors and omissions insurance coverage.

10. A disclosure of errors and omissions claims or associated issues currently pending or occurring in the past ten years.

11. A list of at least five references of sizable commercial accounts.
14. An explanation of how you intend to be compensated on this account.

15. Experience in handling other Mental Health & IDD entities or other large community based social service agencies. Please provide a list of these agencies served with contact names, email addresses, phone and fax numbers of each.
SECTION VIII - PROPOSAL CONTENTS

Title Page:
Name of Contractor, 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.
- List of at least five (5) references, including contact person, telephone number, fax number and email address.
- A current “CERTIFICATE of INSURANCE”, must accompany all Proposals. [Evidence of Insurance Certificate]
- Identification of all services provided.
- A W-9 must accompany all Proposals.

Proposal:
- Contractor must provide a brief history of company, including but not limited to ownership, and ownership, date started business, mission statement.
- Proposed Strategies to meet the Requirements.
- Description of services available under this Proposal.
- Contractor must supply a price schedule as per the enclosed template “Proposal Reply Page”.
- Must bear the original signature of a principal or authorized officer of the interested party.
- Submission must be legible (typed, written).
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their Proposal any additional descriptive information about their services, which they believe, might be helpful.
- All Proposals responses must be submitted with one (1) original and six (6) additional photocopies and a flash drive (USB), mailed or delivered in a sealed envelope to The HARRIS CENTER.

Additional documents to be submitted:
- Contractor must submit a copy of their latest AUDITED financial statement. Include a copy of your latest annual report or other comparable document.
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate (Attachment B)
- If your firm is not certified, provide a statement of the effect if you intend to subcontract or affiliate with a certified form and what percentage of work will be given to them.
- Signature Page: Proposal will not be accepted if this page is not signed by an authorized representative
- Deviation Form (Attachment C)
- Complete notice “Not to Participate Form” even if participating (Attachment D)
- W-9 Request for Tax Payer Identification number and Certificate (Attachment E)

**PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS. **
SECTION IX – PROPOSAL REPLY PAGE

The HARRIS CENTER's INSURANCE AGENT OF RECORD PROJECT

Proposal Opening:
11:00 a.m., Thursday, November 9, 2017

Submitted by: ________________________________

Contract Period:

The initial contract period is anticipated to begin upon award of contract for one (1) base year with four (4) optional annual renewals at the sole discretion of The HARRIS CENTER based upon satisfactory performance, which will be reviewed on an annual basis. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended.

Additional Fees:
Please provide any Additional Fees/Services that your firm may have that are not captured in this solicitation.

How do you derive at your rates per line of coverage: property; automobile; general liability; professional liability; errors & omissions; directors and officers; excess liability; workers compensation; boiler & machinery; fiduciary liability; notary; flood for the following: (Please submit proposed cost for the contract period listed below)

FOR CONTRACT PERIOD 01/01/2018 – 12/31/2018

<table>
<thead>
<tr>
<th>COMMISSIONS</th>
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<th>OTHER</th>
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FOR CONTRACT PERIOD 01/01/2019 – 12/31/2019

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FOR CONTRACT PERIOD 01/01/2020 – 12/31/2020

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FOR CONTRACT PERIOD 01/01/2021 – 12/31/2021

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FOR CONTRACT PERIOD 01/01/2022 – 12/31/2022

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</table>
SECTION X - 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 SERVICES LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL RESPONSES, AND SHALL NOT BE BOUND TO ACCEPT ANY RESPONSE OF ANY ONE CONTRACTOR.

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

Authorized Signature  

Contractor's Name  

Typed or Printed Name  

Number and Street Address  

Title  

City, State, Zip Code  

(_____)  

Telephone Number  

(_____)  

Fax Number  

E-Mail Address  

This Proposal Will NOT Be Accepted If This Page is NOT Signed By An Authorized Representative
SECTION XI - ATTACHMENTS

A - SAMPLE CONTRACT

A sample contract is included for your review (Attachment A). The sample contract is included as a form reference only. The insurance requirements of the final contract may or may not be the same as in the attached Sample Contract. All respondents must submit an Evidence of Coverage Certificate with your initial response. In the event you are awarded this contract the Contracts Department will request a Certificate of Insurance at that time. The COI must demonstrate that you have appropriate insurance coverage as requested from the Contracts Department. Additionally, the HARRIS CENTER must be listed as an Additional Insured on the certificate, along with the proper and required subrogation provision(s).

As an Agency of the State, The HARRIS CENTER does not indemnify or execute contracts with damage limitations. Contract jurisdiction lies within the state of Texas and venue shall be Harris County.

B - HUB SUBCONTRACTING PLAN
   (Historically Underutilized Business)

C - DEVIATION FORM

D - NOTICE “NOT TO PARTICIPATE” FORM

THIS AGREEMENT is made and entered into this ______ day of _______ 2018 by and between The HARRIS CENTER FOR MENTAL HEALTH AND IDD, a community center and an agency of the State of Texas, with offices at 7011 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the "Agency") and ________ ("Contractor"), with offices at Houston, Texas 77530, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

RECITALS

WHEREAS, Agency is the state designated mental health and mental retardation community center established to provide, arrange for, and coordinate mental health and mental retardation services for the residents of Harris County, Texas; and WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused; WHEREAS, Contractor desires to contract with Agency to provide Insurance Agent of Record for Property and Casualty Insurance services; WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto; NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PERSONNEL

The Agency staff member authorized to approve billing is Eunice Davis, Director: Risk Management and Transportation Services. The Agency staff member responsible for overseeing this Agreement is Eunice Davis, Director: Risk Management and Transportation Services.

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor. The relationship between the Agency and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor’s personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency.

Contractor understands and agrees that Agency:

a) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;

b) Will not give to Contractor any of the benefits given to employees of Agency.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of services to the persons served.
III.
OBLIGATIONS OF CONTRACTOR

2. Services. The Insurance Agent of Record services to be provided by Contractor to persons referred by the Agency; the schedule of hours Contractor will deliver such services; and the locations where such services shall be delivered by Contractor are set forth in Exhibit A.

3. Qualifications. Contractor will comply with relevant Texas Health and Human Services Commission (HHSC) rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications.

3. Agency Approval of Contractor Personnel. Contractor agrees not to contract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. Representations.

(a) Contractor represents and warrants that it is not currently an employee of the Agency.

(b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.

5. Receipts and Records. Contractor 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. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Agency, for a period of six (6) years.

6. Disclosure. Contractor declares that neither Contractor nor any of its subcontractors or employees rendering services pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; and Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.


8. Required Reporting Regarding Licensure. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.

9. Contractor's Governing Body. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.

10. Access. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, the Mental Health Mental Retardation Authority of Harris County (The HARRIS CENTR) and the Contractor do hereby agree that:
(a) The State Auditor's Office (SAO) may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
(b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
(c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to: (A) evaluating the entity's performance under the contract or subcontract; (B) determining the state's rights or remedies under the contract; (C) evaluating whether the entity has acted in the best interest of the state.

IV. OBLIGATIONS OF THE AGENCY

1. Payment.

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit A an amount not to exceed $______________ for the Agency fiscal year 2016/17

(b) The payment amount will be based on a monthly invoice, which shall reflect the services provided by the Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.

(c) Invoices or claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 45 days after the end of the month in which the services were rendered will not be paid.

Invoices shall be submitted in duplicate as follows:

(i) Weekly invoices must include a The HARRIS CENTER purchase order number, which will be indicated on the final fully executed copy of the contract.
(ii) Original sent to Agency staff member authorized to approve billing
(iii) Duplicate to be marked "Duplicate" sent to Accounts Payable as follows:

    The HARRIS CENTER
    P.O. Box 25381
    Houston, Texas 77265
    Attn: Accounts Payable
    Fax (713) 970-7681

(d) Payment shall be made 45 days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. The HARRIS CENTER retains the right to offset payments for prior invoices paid where a deficiency is noted after payment has been processed.

2. Staff and Facilities. The Agency agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.

4. Franchise Tax. If Contractor is a corporation and is or becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.
V.
INSURANCE

A. Policies, Coverages, 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 coverages 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

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$100,000</td>
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</tbody>
</table>

2 - Professional Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

3 - Business Automobile if transporting our consumers if applicable

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Bodily Injury &amp; Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

4 - Workers’ Compensation & Employers’ Liability if applicable

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical &amp; Indemnity</td>
<td>Statutory Requirements</td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

B. Insured Parties.

All policies excluding professional liability, employer’s liability and worker’s compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements 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, coverages 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 or employer’s 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.

VI. INDEMNIFICATION

Contractor hereby agrees to indemnify and hold harmless 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 clients, arising out of or occasioned by any negligent acts of Contractor or Contractor'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.

VII. TERM AND TERMINATION

1. Term. This Agreement is effective January 1, 20__ to December 31, 20__

2. Renewal Options. This Agreement may be renewed at the sole discretion of Agency for up to four (4) one-year renewal options at rate fees specified in the attached Exhibit A1.

3. 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) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement,
   (c) Contractor has become ineligible to receive Agency funds;
   (d) Contractor has its Texas license or certification suspended or revoked;
   (e) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
   (f) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

4. Termination upon Default. Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as is if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency’s sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

5. Termination without Cause. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

6. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

VIII. MISCELLANEOUS

1. Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to
2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTR will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, 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 Contractor by The HARRIS CENTER employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify The HARRIS CENTER of the possible violation.

3. **Certification of Non-Violation.** Under Texas Government Code §2261.053, Contractor certifies that Contractor 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.

4. **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 Contractor.

5. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

6. **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.

7. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with HHSC rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.

8. **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.

9. **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:
Steven B. Schnee, Ph.D.
Executive Director
The HARRIS CENTER
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

__________________________
__________________________

__________________________
__________________________

Insurance Agent of Record
10. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

11. **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.

12. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

13. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

The Contractor warrants and assures The HARRIS CENTER that it possesses adequate legal authority to enter into this Agreement. The Contractor’s governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereeto.

**CONTRACTOR**

_________________________________________
Printed/Typed Name: _______________________

Title: _______________________

Date: _______________________

**The HARRIS CENTER for Mental Health and IDD**

Steven B. Schnee, Ph.D. _______________________
Chief Executive Director

Date

Approved As To Form By _______________________
Kendra Thomas, Managing Attorney

Date

UNIT(S) TO BE CHARGED: 000000
EXHIBIT A

CONTRACTOR: 

CONTRACT ID#: 

CONTRACT PERIOD: January 1, 2018 - December 31, 2018 

SERVICE: Insurance Agent of Record for Property and Casualty Insurance Services; Additional Services include: Risk & Financial Analysis, Claims Reporting Review and Management, Loss Control Review and Management. 

SERVICE DESCRIPTION: See Letter of Clarification attached as Exhibit A1 & A2 

Risk and Loss Control Management: 

1. Provide services described in proposal response to The HARRIS CENTER’s Request for Proposal submitted on _______________. 
2. Coordinate service provisions with carriers to meet service goals and objectives. 
3. Demonstrate expertise concerning liability carrier/administrators’ coverage rules and regulations; including, but not limited to limits, exclusions, deductibles, renewal options, schedules, business interruptions. 
4. Development commercial insurance services timeline including specific loss control goals. 
5. Provide active on-going risk and loss control management service. 
6. Assist with investigation of claims on-site upon request. 
7. Recommend policies and procedures to best protect employees, volunteers, consumers and visitors. 
8. Include a “Consent to settle” clause in applicable liability agreements; informing The HARRIS CENTER where this provision applies. 
9. Diligently address exposures and targeting activities in need of loss prevention efforts to improve results and reduce total cost of risk. 
10. Analyze operations, make recommendations and help The HARRIS CENTER put new processes in action. 
11. Begin marketing efforts no later than __________ of this year and/or as set forth in the service timeline. 

Risk Exposure: 

Schedule quarterly Stewardship Reviews with The HARRIS CENTER’s Risk Management Director as a part of the proactive, cost effective, people-process required to control organizational risk. Through regular meetings, Contractor shall use standard Risk Management principles to address The HARRIS CENTER’s risk exposures utilizing best practices and proven industry standards, in order to:
1. **Identify**, examine, and provide solutions to potential sources of risk and loss in The HARRIS CENTER’s Commercial Insurance Program, including but not limited to the areas of property, human resources, liability, and financial risk.

2. **Review** exposures, perils, hazards, and losses, to recommend effective solutions throughout the course of the agreement and for annual Commercial Insurance Program renewal options.

3. **Consider** emerging trends in the insurance marketplace that could prove beneficial to The HARRIS CENTER.

4. **Assess** the potential impact of identified exposures on THE HARRIS CENTER’s operational stability.

5. **Minimize** losses to THE HARRIS CENTER utilizing best practice methods of risk control, including pre/post loss reduction, and other optimal methods.

6. **Explore** cost ramifications and select the best technique for implementation.

7. **Evaluate** the results and make improvements as appropriate.

Contractor shall serve as a complete insurance and risk management resource to respond to any risk or insurance concerns which arise throughout the year by involvement that extends to the following:

1. Affiliates of The HARRIS CENTER that maintain separate Boards of Trustees in order to assure appropriate coverage is in place, i.e., HUD-funded residential programs and The Harris Foundation.

2. Contract review of any service, contractor, or lease agreement.

3. Analysis of risk and exposure for new and discontinued programs.

4. Stewardship meetings that include varying components of The HARRIS CENTER to discuss risk and insurance items.

5. Claims review, analysis and management.


8. Assistance with regulatory compliance when appropriate.
Risk Management Options:

Contractor shall also assess Risk Management options involving large deductibles, self-insurance, insurance trusts, risk retention groups, risk transfer, and rent-a-captive or association programs, identifying alternative techniques for dealing with exposures and offer best practice solutions for risk financing through internal (fund retention) or external instruments (contractual).

Liability Coverage:

Contractor shall assure The HARRIS CENTER the very best liability coverage each year by reviewing the insurance marketplace and identifying any available programs capable of supporting The HARRIS CENTER's risk transfer objectives. Through Contractor's strong company relationships; broker affiliates, and professional resources, Contractor will locate the best of these options and analyze program details to identify the strengths/weaknesses and propose the best program available with the most cost effective solution.

Formal Commercial Insurance Program recommendations will be made according to industry standard, but no later than 60-90 days from the beginning of each fiscal year and/or policy expiration dates. (Fiscal Year begins Sep 1st and ends Aug 31st.)

Comprehensive commercial insurance policies will be provided no later than the first day of each fiscal year (Sep 1st), inclusive of coverage documents, summary of insurance, declaration pages, schedules, contribution worksheets, etc.

Guidelines for insurance requirements will be provided annually for contracting purposes relative to administrative (company/individual), patient services (company), professional/patient services (individual), professional with family contact (individual), building construction, and building services (company/individual).

The HARRIS CENTER's Safety and Loss Prevention:

Stewardship Plan:

Through a Stewardship Plan, Contractor shall set forth a formal plan of monitoring changing Risk Management and insurance issues within The HARRIS CENTER organization. The Stewardship Plan is an ongoing approach consisting of regular evaluation to ensure The HARR-
RIS CENTER is receiving the best services and assistance available in any area needed.

- Contractor shall proactively inform and support The HARRIS CENTER throughout renewal cycles.
- The Stewardship Plan requires meetings throughout the year to discuss any trends identified with Contractor’s team to reduce the total cost of risk.

Workers' compensation coverage:

- Coordinate a service team consisting of Contractor’s Loss Control and Risk Management team, an Accident Prevention Consultant representing The HARRIS CENTER’s Workers’ Compensation carrier and Contractor’s Claims Manager Cheryl Smith. This team will work closely with The HARRIS CENTER’s designated employees at every level to attack the frequency and severity of on-the-job illnesses and injuries.
- Build a "Zero Accident Culture" that requires management commitment, a risk plan that identifies major causes of accidents and targets them for elimination.
- Contractor’s loss control activity will concentrate on long-term sustainable reduction of The HARRIS CENTER’s Workers’ Compensation costs.
- Provide a Customized Risk Plan and Monthly Loss Analysis Reports.

Through the expertise of Contractor’s insurance carriers, The HARRIS CENTER will minimize loss costs by utilizing the following:

- Early intervention with immediate claim contact
- Nurse Case Managers to scrutinize claim procedures
- Claim Fee Audits and utilization review
- Strong emphasis on early return to work

Overall Safety of the HARRIS CENTER Employees, Consumers and Visitors:

Contractor shall assure significant contributions to the overall safety of The HARRIS CENTER employees, consumers and visitors through Contractor’s technology and enhanced loss control services that will significantly contribute to The HARRIS CENTER’s safety program.

- Actively participate in the Safety & Risk Management Committee.
- Assist in the review and modification of the Safety & Risk Management Program.
- Evaluate the existing Disaster and Emergency Response Plan and assist with its enhancement.
- Recommend and provide specific news bulletins/materials for dissemination to THE HARRIS CENTER's workforce in order to reduce identified trends.

Decrease the Number of Incidents/Accidents Involving Consumer Aggression:

- Contractor shall seek to support The HARRIS CENTER’s outstanding Prevention and Management of Aggressive Behavior (PMAB) education plan and best practices.
- Contractor shall support education efforts and identify seminars, classes and online resources for staff’s edification.
- Contractor may facilitate classes for any location or component that requires additional assistance.

Property:

Contractor will employ best practices to contribute to the overall protection of The HARRIS CENTER which includes, but is not limited to:

- A comprehensive analysis of property coverage under general conditions, including covered loss or damage, adding additional named insured or loss payees, ownership and/or other interests, newly acquired property, vacant buildings and endorsements.
- A comprehensive analysis of all risk coverage, including insuring agreements, perils insured, perils excluded, exceptions to excluded perils, extensions of coverage, real and personal property exclusions, loss of revenue, extra expenses, rental values, and property of others.

The HARRIS CENTER's Common Exposures are Public Liability, Automobile Exposures, Fiduciary Liability, Crime Cybersecurity, and Property Conservation.

Directors & Officers Liability:

- Contractor will be available to educate and “coach” The HARRIS CENTER board members on loss control techniques and coverage issues related to Directors & Officers Liability.
- Provide information and training to The HARRIS CENTER’s employees concerning prevention and management of Professional, Directors and Officers, and General Liability claims.
Tools:

- Assist Human Resources and/or Management Team Staff in preventing employment claims.
- Support the effective use of available resources, and tools.
- Assist Risk Management in preventing injury and public liability claims.
- Provide additional resources as dictated by industry standards and/or need.

PERFORMANCE:

An assessment will be performed at least annually by Risk Management prior to renewal of any option period. The Contractor will be informed of assessment results.

RATE AND RATE

Agency Fee represents the total compensation for Agent of Record services to The HARRIS CENTER. See the proposal reply page attached as Exhibit A2

NOT TO EXCEED:

Agency Fee

UNITS INVOLVED:

Agency-Wide

DOCUMENTATION:

Quarterly Stewardship reports that include analysis of data and trends.
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>
</tr>
</thead>
<tbody>
<tr>
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<td>Controlling</td>
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</tbody>
</table>

5 Check only if there is NO Interested Party. [ ]

6 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

AFFIX 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 TO IDENTIFY SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Contractor: ___________________ Contractor 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  

DEVIAION 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>
<thead>
<tr>
<th>SPEC #</th>
<th>DEVIATION</th>
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</thead>
<tbody>
<tr>
<td>Section #</td>
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</tr>
<tr>
<td>Or Page #</td>
<td></td>
</tr>
</tbody>
</table>

Company Name  
Authorized Signature  
Date
ATTACHMENT D
NOTICE “NOT TO PARTICIPATE” FORM

Dear Contractor

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 Bid at this time, but would like to remain on your list for this Bid category. We did not submit a Bid because:

Reason(s):


Please REMOVE our name from all The HARRIS CENTER’s lists until further notice.

Reason(s):


Company Name:


Representative:

Address: Please Print

Phone ( )

Fax ( )

E-mail:

PLEASE RETURN THIS FORM ONLY TO:
THE HARRIS CENTER for MENTAL HEALTH AND IDD
Purchasing Department
Notice “Not to Participate” – INSURANCE AGENT OF RECORD SERVICES
FOR PROPERTY AND CASUALTY
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: ________________________________ Date: ________________________________

Title: ________________________________

CONTRACTORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. CONTRACTORS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.

Thank you for your time and assistance.
ATTACHMENT E

FORM W-9, REVISION DECEMBER 2014 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 4
Attached

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

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| 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; check only one of the following seven boxes: |
| □ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Trust/estate |
| □ Single-member LLC or □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) |
| Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) |
| 6. City, state, and ZIP code |
| 7. List account number(s) here (optional) |
| Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 been notified by the IRS that you are currently subject to backup withholding because you have 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 on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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? on page 2.

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? on page 2 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 Foreign W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and 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 Publication 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 scholarships or fellowships 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 Article 20 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 the 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest and dividend income, gifts, 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 Part II instructions on page 3 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 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holder that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 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.

1. 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 change, enter your first name, the last name as shown on your social security card, and your new last name.

2. Sole proprietor or single-member LLC. Enter your individual name as shown on your tax return on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

3. 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.

4. Other entities. Enter your name as shown on your 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.

5. 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)(3)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity's name on line 1 if the owner has elected to be treated as the 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 has been an 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-8 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC), If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8332 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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(f)(2)
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 584(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</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>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

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 by a federal executive agency.

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)(27)
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.

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 (ITIN). 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), 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 the chart on page 4 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) unter Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 disregard 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 Items 1, 4, or 5 below indicate 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), 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

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii) (A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

For this type of account: | Give name and EIN of: |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. 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</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. 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)(i) (B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

You must show your individual name and you may also enter your business or EIN 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.

1 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 on page 2.

Note: Grantor also must provide a Form W-9 to trustee of trust.

Note: If no circle is marked when more than one name is listed, the number will be considered to be that of the first name listed.

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 1-800-908-4440 or submit Form 14039.

For more information, see Publication 4553, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-800-829-4059.

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 email. 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: scam@uscc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-432-0887).

Visit IRS.gov 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 3406, 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 payee. Certain penalties may also apply for providing false or fraudulent information.

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.