INVITATION

The HARRIS CENTER for Mental Health and IDD is accepting Proposals from Vendors for:

PHARMACY INVENTORY

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

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

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

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

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

Sharon Brauner, C.P.M., A.P.P.
Buyer III, Senior Purchasing Coordinator
The HARRIS CENTER for Mental Health and IDD
PHARMACY INVENTORY

Project: 18/0004

October 2017

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
9401 Southwest Freeway
Houston, TX 77074
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SECTION 1 – OVERVIEW

Background and Objectives

The HARRIS CENTER for Mental Health and IDD, formerly known as the Mental Health Mental Retardation Authority of Harris County, is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to over fifty-one (51) thousand Harris County residents each year. Enterprise-wide revenues for FY 16 totaled about $276 million dollars.

The HARRIS CENTER for Mental Health and IDD invites qualified companies herein after referred to as “Vendor” or “Supplier” to submit Proposals for Pharmacy Inventory in response to this solicitation.

The HARRIS CENTER is the largest community based provider of clinical services to Mental Health and Intellectual Developmental Disabilities consumers in the State of Texas. 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.
SECTION II – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

Release of RFP to Prospective Vendors: Tuesday, November 7, 2017
Deadline for Questions: Tuesday, November 14, 2017 by COB
Deadline to Respond to Questions: Tuesday, November 21, 2017 by COB
Deadline for Submission of RFP: Tuesday, December 5, 2017 at 10:00 a.m.
Proposal Opening: (ONLY Vendor Names) Tuesday, December 5, 2017. A public Proposal
Opening will be held immediately
following receipt of Proposals at
10:00 a.m., 9401 Southwest Freeway,
Houston, Texas 77074

Anticipated Award Date: Upon recommendation and Board approval
SECTION III - GENERAL INSTRUCTIONS

A. Vendor Submitted Questions

Deadline for Questions from Vendors: Tuesday, November 14, 2017 by COB, 5 p.m.
Deadline for Response to Questions: Tuesday, November 21, 2017 by COB, 5 p.m.

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

Frances Otto, Buyer II
Ofc: (713) 970 - 7281
Fax: (713) 970 - 7682
E-mail: frances.otto@theharriscenter.org

Cc:

Sharon Brauner, C.P.M., Buyer III, Senior Purchasing Coordinator
Ofc: (713) 970 - 7279
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 not be accepted.

Deadline to submit “Final Proposal” is Tuesday, December 5, 2017 @ 10:00 a.m. The original Proposal, signed in ink, five (5) additional photocopies and an electronic copy (USB flash drive) should be submitted in a SEALED ENVELOPE and delivered to the attention of:

The HARRIS CENTER for Mental Health and IDD
Purchasing Department
Attn: Frances Otto, Buyer II
9401 Southwest Freeway, Houston, Texas 77074

“PHARMACY INVENTORY - DO NOT OPEN UNTIL TUESDAY, DECEMBER 5, 2017 @ 10:00 A.M.”

No Proposals will be accepted after the stated deadline.

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

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

A public Proposal Opening will be held immediately following receipt of Proposals on Tuesday, December 5, 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 Vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

E. Immigration Reform and Control Act

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

F. Reference & Experience

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

G. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than sixty (60) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their Proposals as an irrevocable offer valid for One Hundred Twenty (120) days after the Proposal due date. The HARRIS CENTER for Mental Health and IDD in its sole and absolute discretion shall have the right to award Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

H. Permits

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

I. Financial Information

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

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

K. **Price Adjustments**

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

L. **Historically Under-Utilized Business (HUB)**

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

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

M. **Minority / Women and / or Disadvantaged Business**

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

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

N. **Direct or Indirect Assignment**

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

O. **Form W-9**

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

A. Modification or Withdrawal of Proposals

Any 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 date.

C. Late Proposals

Any 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 Vendor's response to this Proposal. The HARRIS CENTER shall not be held responsible for errors, omissions or oversights in any Vendor'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 Proposals containing a statement, representation, warranty or certification which is determined by The HARRIS CENTER and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any Proposal.

The inability of a Vendor 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 HARRIS CENTER of the Proposal. All Proposals will be evaluated as a whole in the best interests of The HARRIS CENTER.

E. Oral Presentations

Any Vendor that submits a Proposal in response to this request may be required to make an oral presentation for further clarification upon The HARRIS CENTER’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 Vendor via faxed amendment or email.

G. Availability of the Proposal

After opening, each Proposal, except those portions for which a Vendor 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 HARRIS CENTER and shall not be returned.

I. Notice “Not to Participate” Form

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

J. Incurred Expenses

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

K. Deviation Form

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

L. Subcontractors

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

M. Term of Contract

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.

N. Pricing

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

O. Licensure

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

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

Q. Safety

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

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

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

R. Conflict of Interest Provision

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

S. Texas Public Information Act

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

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

The Harris Center for Mental Health and IDD cannot guarantee that it will not be compelled to disclose all or part of any proposal, since the information deemed to be confidential by the Proposer may not be considered confidential under Texas law or pursuant to a court order. In the event The Harris Center receives a request for portions or all of a proposal packet marked “confidential”, “trade secret” or “proprietary”, then The Harris Center will forward the request to the office of the Texas Attorney General. The Harris Center will notify the proposer whose proposal is subject to the request. The Harris Center for Mental Health & IDD will assume no obligation for asserting legal arguments on behalf of the Proposer. Proposers are solely responsible for submitting a brief and the documents in issue to the Texas Attorney General. At all times, The Harris Center will comply with the provisions of the Texas Public Information Act as required by State law. The Harris Center must comply with the decision of the Attorney General, including decisions to release information marked “CONFIDENTIAL”, “TRADE SECRET” or “PROPRIETARY”.
SECTION V - 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 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
   General Aggregate $1,000,000
   Each Occurrence $1,000,000

2- Professional Liability
   General Aggregate $3,000,000
   Each Occurrence $1,000,000

3- Workers’ Compensation & Employers’ Liability if applicable
   Medical & Indemnity Statutory Requirements
   Bodily Injury by Accident $500,000 Each Accident
   Bodily Injury by Disease $500,000 Each Employee
   Bodily Injury by Disease $500,000 Policy Limit

4- Business Automobile if transporting our consumers if applicable
   Combined Single Limit Bodily Injury & Property Damage $500,000

B. Insured Parties

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

C. Subrogation

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

D. Primary and Non-Contributory Wording

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.

E. 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) 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.

F. 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.

G. 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 acts or negligence 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.

CONTRACTOR MUST SUBMIT A CURRENT "CERTIFICATE OF INSURANCE"
SIGNED BY CONTRACTOR AND CONTRACTOR'S INSURANCE AGENT WITH ALL
PROPOSALS
SECTION VI - PROPOSAL CONTENTS

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

Table of Contents:

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

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

Additional documents to be submitted:
- Vendor must submit a copy of their latest audited financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Description of company Safety program
- Listing with explanation of any safety violations, citations or fines over the last 5 years from any authorities having jurisdiction.
- A copy of applicable license(s), certification(s), registration(s), etc. as required by authorities having jurisdiction; local, state, county, and/or federal for the Vendors to operate.
- Submit proof of Historically 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 to the effect if you intend to subcontract or affiliate with a certified firm and what percentage of work will be given to them.
- Deviation Form (Attachment C)
- Notice “Not to Participate” Form (Attachment D)
- Signature Page

**PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS**
SECTION VII – SPECIALIZED SERVICES TO BE PROVIDED / PROPOSAL REPLY PAGE

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD
PHARMACY INVENTORY

***************

Proposal Closing: Tuesday, December 5, 2017, 10:00 A.M.

SCOPE OF SERVICES:

SPECIFICATIONS
The Harris Center requests a fixed-price proposal for Pharmacy Inventory Services between your firm and our Corporate Headquarters at 9401 Southwest Freeway and outlying locations. The supplier will provide Pharmacy Inventories annually at the locations listed below (in accordance with specifications). The successful supplier will provide total cost solution that drives best value, price and operation efficiency.

Locations:

1. Northeast Pharmacy
   (Location TBD)
   Houston, TX
   713-970-8144
   8:00 a.m.-5:00 p.m.; lunch from 12:00 p.m.-1:00 p.m.

2. NPC
   1502 Taub Loop
   Houston, TX 77030
   713-970-4650
   9:00 a.m.-9:00 p.m.; lunch from 1:00 p.m.-1:30 p.m.

3. Southeast Pharmacy
   5901 Long Drive
   Houston, TX 77087
   713-970-4567
   8:00 a.m.-5:30 p.m.

4. Southwest Pharmacy
   9401 Southwest Freeway
   Houston, TX 77074
   713-970-7625
   8:00 a.m.-5:30 p.m.; lunch from 12:30 p.m.-1:30 p.m.

5. Northwest Pharmacy
   3737 Dacoma
   Houston, TX 77092
   713-970-8485
   8:00 a.m.-5:30 p.m.

   • Inventories MUST be completed on the first business day of September each year at 7:00 a.m. for each pharmacy listed.
• Inventories must be able to be divided into the following categories:
  a. NGM Bought
  b. NGM PAP
  c. Non NGM Bought
  d. Non NGM PAP
  e. NGM Samples
  f. Non NGM Samples

• Company performing inventory must be able to print out the final totals, prior to leaving the pharmacy and email the inventory in an excel or comma delimited document within 48 hours of said inventory.

• The Harris Center will send a file from the wholesaler to the vendor 3 days prior to the annual inventory with the cost of the inventory. The price file will indicate NDC#/Item#, description, pack size and cost. The Harris Center will dictate the categorical separation for any prices for any inventory not included in the file.

• Proposal should be rendered as “cost per $1000 of inventory counted” with a Not-To Exceed Dollar Amount for the 5 locations.
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.

The following is required in your response to this RFP:

Fixed pricing, inclusive in of all cost, to be submitted in the following format:

<table>
<thead>
<tr>
<th>Year</th>
<th>Start Date</th>
<th>End Date</th>
<th>Annual Rate</th>
<th>Annual NTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$_____________ per $1,000</td>
<td>$_____________</td>
</tr>
<tr>
<td>Year Two</td>
<td>09/01/2019</td>
<td>08/31/2020</td>
<td>$_____________ per $1,000</td>
<td>$_____________</td>
</tr>
<tr>
<td>Year Three</td>
<td>09/01/2020</td>
<td>08/31/2021</td>
<td>$_____________ per $1,000</td>
<td>$_____________</td>
</tr>
<tr>
<td>Year Four</td>
<td>09/01/2021</td>
<td>08/31/2022</td>
<td>$_____________ per $1,000</td>
<td>$_____________</td>
</tr>
<tr>
<td>Year Five</td>
<td>09/01/2022</td>
<td>08/31/2023</td>
<td>$_____________ per $1,000</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

Vendor must sign the Submitted by section above and the Signature page of this Request for Proposal.
SECTION VIII - PROPOSAL EVALUATION CRITERIA

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to The Harris Center.

The evaluation may not be limited to these when making a final recommendation.

<table>
<thead>
<tr>
<th></th>
<th>Overall Program Concept</th>
<th>25%</th>
<th>Indication that the vendor has a well-defined concept and program structure for all components of service desired by The Harris Center... (Including equipment, availability and start-up time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Understanding</td>
<td>20%</td>
<td>Indication that the vendor understands the nature of The Harris Center services and constraints in providing those services and that the vendor has thoroughly analyzed The Harris Center's needs and requirements.</td>
</tr>
<tr>
<td>C</td>
<td>Financial Condition</td>
<td>15%</td>
<td>Include a copy of your latest annual report or other comparable document. As evidenced by the financial information requested of each vendor, indication that the vendor, or vendors, 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 areas of specialization.</td>
</tr>
<tr>
<td>E</td>
<td>Credentials of Staff</td>
<td>10%</td>
<td>Describe any special expertise your firm has in providing Pharmacy Inventory to not-for-profit or other The Harris Center's related organizations.</td>
</tr>
<tr>
<td>F</td>
<td>References</td>
<td>10%</td>
<td>Provide the names, telephone numbers, emails and addresses of at least three business references; preferably, from similar not-for-profit entities located in Texas. Particular attention will be given to the quality of the response from references, particularly those in the Houston area and other locations of similar scope and premium value. Issues that will be addressed include contract performance, quality of the personnel, responsiveness, etc.</td>
</tr>
<tr>
<td>G</td>
<td>Cost</td>
<td>10%</td>
<td>Final cost may be negotiated with the successful proposer. Cost will only become a determining factor when all other conditions are equal.</td>
</tr>
</tbody>
</table>
SECTION IX – SIGNATURE PAGE

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

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

Authorized Signature _____________________________

Vendor’s Name _____________________________

Typed or Printed Name _____________________________

Number and Street Address _____________________________

Title _____________________________

City, State, Zip Code _____________________________

Telephone Number (_______) _____________________________

Fax Number (_______) _____________________________

Email Address _____________________________

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

A. Sample Contract — A sample contract is included for your review (Attachment A). The sample contract 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

E. W-9
ATTACHMENT A  SAMPLE CONTRACT

SAMPLE

Contract ID No. ______

STANDARD PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into and made effective the ______ day of __________, 2017 by and between The HARRIS CENTER For Mental Health and IDD (formerly known as MHMRA of Harris County), (the “Agency” or “The HARRIS CENTER”) a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, and ______________ (“Contractor”), with offices at ______________, ______________, Texas __________, 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 Intellectual Developmental Disabilities (IDD) Community Center established to provide, arrange for, and coordinate mental health and IDD 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 Pharmacy Inventory 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 Angela Babin, Director of Pharmacy Services. The Agency staff member responsible for overseeing this Agreement is Angela Babin, Director of Pharmacy 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

1. Services. The Pharmacy Inventory 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.

2. 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 seven (7) 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
SAMPLE

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 HARRIS CENTER for Mental Health and IDD 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 _______ No/Dollars ($_____.00) for the Agency fiscal year 2018.

(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 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 for Mental Health and IDD
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 H
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.

3. **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 (SAMPLE)**

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.

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<td>General Aggregate</td>
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<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>2-</td>
<td>Professional Liability</td>
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<td></td>
<td>General Aggregate</td>
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<td>3-</td>
<td>Workers’ Compensation &amp; Employers’ Liability if applicable</td>
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<td>Medical &amp; Indemnity</td>
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<td>Bodily Injury by Accident</td>
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<td>Bodily Injury by Disease</td>
<td>$500,000 Each Employee</td>
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<td></td>
<td>Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
<tr>
<td>4-</td>
<td>Business Automobile if transporting our consumers if applicable</td>
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</tr>
<tr>
<td></td>
<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 worker's compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements of policy during the term of this Agreement.

C. **Subrogation.**

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

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.

E. 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.

F. 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 hold harmless and indemnify the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to 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 from _________ 1, 2017 to August 31, 2018.

2. 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.
3. **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 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.

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

5. **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 comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 as amended.

2. **Business Ethics.** During the course of pursuing contracts, and the course of contract performance, The HARRIS CENTER will maintain business ethics standards aimed at avoiding real or apparent impropriety, 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. **Certificate/Disclosure of Interested Parties.** Effective as of January 1, 2016, pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. This applies to any The HARRIS CENTER contract with a not to exceed value of $20,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply to an institution of higher education. For more information see https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm.

5. **Lobbying and Political Activity.** Contractor shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification or any contract or grant.
6. **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.

7. **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.

8. **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.

9. **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) day notice of such intention, be entitled to renegotiate the Agreement.

10. **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.

11. **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.
Chief Executive Officer
The HARRIS CENTER for Mental Health and IDD
PO Box 25381
Houston, Texas 77265-5381

If to Contractor:

______________________________
______________________________
______________________________

12. **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 an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.
13. **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.

14. **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).

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

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 hereto.

CONTRACTOR

______________________________
Signature

Printed/Typed Name: ________________________________
Title: _________________________________________
Date: __________________________________________

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

______________________________  Date
Steven B. Schnee, Ph.D.  
Chief Executive Officer

APPROVED AS TO FORM BY

______________________________  Date
The HARRIS CENTER  
Kendra Thomas, Managing Attorney

UNIT(S) TO BE CHARGED:  ____ - 543005
### Certificate of Interested Parties

**Form 1295**

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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of business entity filing form, and the city, state and country of the business entity’s place of business.</td>
</tr>
<tr>
<td>2</td>
<td>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
</tr>
<tr>
<td>3</td>
<td>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. The HARRIS CENTER for Mental Health and IDD (formerly known as MHMRA of Harris County)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td>Controlling</td>
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<td></td>
<td></td>
<td>Intermediary</td>
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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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2016
ATTACHMENT B

HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS

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

Contractor ______________ Vendor Identification Number: ______________

Address: ________________________________________________________________

Phone: ____ - ____ - ____ Proposal Number: ___________ Contract Amount: ______

Description of commodities/specifications: _______________________________________

Duration of Contract: _______________________________________________________

Name of Subcontractor/Supplier: _____________________________________________

Address: ________________________________________________________________

Phone: ____ - ____ - ____ Is the subcontractor a certified HUB? ____ Yes ____ No

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

Dollar amount of contract with subcontractor/supplier: $____________________

Percentage amount of contract with subcontractor/supplier: %__________________

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

_____________________________________________________________________

_____________________________________________________________________

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

DEVIATION FORM

Commitment Statement

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

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

<table>
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<td>Section #</td>
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<td>Or Page #</td>
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</table>

| DEVIATION |

| Company Name | Authorized Signature | Date |

Pharmacy Inventory RFP
ATTACHMENT D

NOTICE “NOT TO PARTICIPATE” FORM

Dear Supplier

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

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

Category(ies):

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

Reason(s):

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

Reason(s):

☐ Company Name:

☐ Representative:

☐ Please Print

☐ Address: __________________________ Phone ( ) ___________ 

☐ E-mail: __________________________ Fax ( ) ___________

PLEASE RETURN THIS FORM ONLY TO:
The HARRIS CENTER for Mental Health and IDD
Purchasing Department
Notice “Not to Participate” – Pharmacy Inventory
9401 Southwest Freeway
Houston, Texas 77074

Authorized Signature: __________________________________________

Title: __________________________________________ Date: __________________

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

Thank you for your time and assistance.
ATTACHMENT E

FORM W-9, Rev. December 2014, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9, Pages 1 – 4
Attached

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

**Request for Taxpayer Identification Number and Certification**

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

   □ Individual/sole proprietor or 
   □ C Corporation 
   □ S Corporation 
   □ Partnership 
   □ Trust/estate 
   □ Single-member LLC 
   □ 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.

3. **Address (number, street, and apt. or suite no.)**

4. **City, state, and ZIP code**

5. **Social security number**

   -
   -
   -
   -

   or

   **Employer Identification number**

   -

6. **Account number(s) here (optional)**

   **Part I** Taxpayer Identification Number (TIN)

   Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

7. **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/fw9.

**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.

**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.
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 on section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and 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, when 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 treaty has otherwise become ineffective for tax purposes.

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exemption to claim an exemption from tax on his or her scholarship or fellowships income must 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, tax-exempt interest, dividends, broker and barter exchange transactions, gifts, 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 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code 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 holders 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 a tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

Note. TIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

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

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

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregard entity name. The name on line 1 should be the name shown on 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 is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8-BI 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 8832 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 I.R.A., or any 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 $5,0001</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.
Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. 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 928), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester
For this type of account:
Give the name and SSN of:

1. Individual
   The individual
2. Two or more individuals (joint account)
   The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)
   The minor*
4. a. The usual revocable savings trust (grantor is also trustee)
   The grantor-trustee*
   b. So-called trust account that is not a legal or valid trust under state law
   The actual owner
5. Sole proprietorship or disregarded entity owned by an individual
   The owner*
6. Grantor trust filing under Optional Form 1098 Filing Method (1 see Regulations section 1.671-4(b)(2)(ii) (A))
   The grantor*

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

7. Disregarded entity not owned by an individual
   The owner
8. A valid trust, estate, or pension trust
   Legal entity*
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553
   The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization
    The organization
11. Partnership or multi-member LLC
    The partnership
12. A broker or registered nominee
    The broker or nominee
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
    The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1098 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii) (B))
    The trust

1. You must show your individual name and you may also enter your business or QBI name on the “business name disregarded entity” line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
2. 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.
3. Note: Grantor also must provide a Form W-9 to trustee of trust.

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

To reduce your risk:
- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-904-4430 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: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payee. Certain penalties may also apply for providing false or fraudulent Information.