



RFP 2015-319

INSURANCE, PHARMACY BENEFITS

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, October 22, 2015** for competitive proposals on **INSURANCE, PHARMACY BENEFITS RFP No. 2015-319**. Proposers should use unit pricing. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net/Login.aspx>. Sealed proposals will be opened on **Thursday, October 22, 2015 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, October 1, 2015** and **Thursday, October 8, 2015**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: September 29, 2015
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Geraldine Osinaike, CPPO,
CPPB Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2015-319
Title Insurance, Pharmacy Benefits
Bid Type RFP
Issue Date 09/29/2015
Close Date 10/22/2015 2:00:00 PM Central

Contact Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date / /

Bid Notes

Bid Activities

Date	Name	Description
10/15/2015 5:00:00 PM	To submit questions	Sending email to gosinaike@co.collin.tx.us Until 10/15/15 at 5:00 pm
10/22/2015 2:00:00 AM	Do you intend to submit a proposal?	

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract_Proposals
Header	Insurance_Requirements.pdf	Minimum Insurance Requirements

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the bid specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Proposer Acknowledgement	Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.	_____ (Required)
3	Cooperative Contracts	As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? Valid Responses: [Please Select], Yes, No	_____ (Required)

- 4 Preferential Treatment _____ (Required)
- The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).
1. Is your principal place of business in the State of Texas?
 2. If your principal place of business is not in Texas, in which State is your principal place of business?
 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
 4. If your state favors resident bidders, state by what dollar amount or percentage.
- 5 Debarment Certification _____ (Required)
- I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.
- Please initial.
- 6 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 7 Bidder Survey _____ (Required)
- In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website

Line Items

#	Qty	UOM	Description	Response
1	1		Please upload your proposal.	\$_____

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with

Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$5,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

- 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 GENERAL INFORMATION & SPECIFICATIONS

4.1 INTRODUCTION

Collin County is seeking a vendor to administer pharmacy benefits for Collin County. Collin County desires to partner with a vendor who demonstrates a commitment to helping Collin County meet our objectives. A transparent pharmacy model with full pass through pricing including discounts is preferred. This request for proposal provides for a contract commencing on January 1, 2016.

Collin County is a political subdivision of the State of Texas with positions in areas such as law enforcement, clerical, service/maintenance, skilled crafts, professional, technical, and para-professional.

Optum Rx, a partner with UnitedHealthcare, is the current prescription drug provider.

Active full-time and part-time employees, including some elected officials, of Collin County who are enrolled in the medical plan are eligible to participate in the prescription drug plan. State, temporary, intern, contract employees, and volunteers are not eligible to participate (unless required by state or federal legislation).

Please see section 5.0 for additional information regarding the plan.

The following documents are attached for the offeror's view:

1. Attachment A – Active Employee Medical Census
2. Attachment B – COBRA and Retiree Medical Census
3. Attachment C – 2015 Prescription Drug List as of 7/1/2015
4. Attachment D – Pharmacy Claim History
5. Attachment E – Provider Utilization Report (Disruption Report)

4.2 CONDITIONS

4.2.1 Contract Term: The County wishes to enter into contract(s) for three (3) years with the option of annual renewals for two (2) years. The County requests a minimum rate guarantee for three (3) years. Any offeror providing definable limits on future renewals may receive preference.

Clearly indicate the method of calculating the increase for each period. The contract is to provide that changes in premium may only be instituted on a policy anniversary date and that the selected offeror must provide for notice of changes in premium one hundred twenty (120) days before renewal.

If the offeror does not intend to continue the contract beyond the contract term, the offeror shall provide at least a one hundred and twenty (120) day notice of non-renewal.

4.2.2 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. The State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.2.3 Price Considerations: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

4.2.4 Changes in Services Provided: Collin County reserves the right to add or reduce any and all services provided. If such an addition or reduction occurs, the offeror agrees that this change will not affect the prices of any of the remaining services provided.

4.2.5 Termination: Collin County reserves the right to cancel the contract at any time for any reason. If the contract is cancelled by Collin County, services will terminate after a thirty (30) day termination notice has been provided by Collin County.

4.2.6 Negotiations: Discussions may be conducted with responsible offerors who submit proposals determined to be possibly selected for award. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Offerors may be required to submit additional data during the process of any negotiations. Collin County reserves the right to negotiate the price and any other term with the offerors. Any oral negotiations shall be confirmed in writing prior to award.

4.2.7 Rejection of Proposals: Collin County may:

- waive any defect, irregularity, or informality in any proposal;
- reject any proposal or any parts of any proposal;
- accept proposals from one or more offerors; or
- procure the services in whole or in part by other means.

4.2.8 Proposal Guidelines: Collin County will consider proposals from all responsible offerors. Under no circumstances should any employee of Collin County or any public official other than those indicated in this request for proposal, be contacted regarding this request for proposal between the initial receipt of the request for proposal and the awarding of the contract. Failure to follow this requirement may result in an automatic disqualification of proposal. Current carriers, in conducting current business, may not reference the request for proposal to any county employee or official other than those indicated in this request for proposal.

4.2.8.1 All offerors submitting proposals are expected to comply with federal, state, and local laws and regulations applicable to the plan design, services, and payments for services which are being proposed. All proposals submitted will be presumed to be in compliance with all applicable laws. The offeror is also expected to adjust the plan to comply with future legislation.

4.2.8.2 Any coverage or service you cannot provide but is requested in this Request for Proposal, shall be disclosed in writing in the section labeled Deviations at the end of the proposal and shall reference the section number listed on the RFP. The county may consider alternative responses. If no deviations or alternative responses are listed in Section 7, labeled Deviations, it is understood that the offeror has agreed to all requests as listed in the RFP even if discrepancies are listed in other sections. If there is a discrepancy between the RFP and the contract or policy, the RFP responses will prevail.

It is imperative that any exclusions, limitations, or any other deviations be clearly outlined and detailed. Proposals received with no limitations may receive preference.

4.2.8.3 Do not include commissions or overrides in your quoted rates and fees. No commissions will be paid by Collin County to any individual or organization. Disclose the amount of any fees you are paying to a third party in section 8.0 Pricing Summary.

4.2.8.4 Each offeror may only submit one (1) proposal. Collin County will not accept multiple proposals from an offeror (i.e. ABC Company and DEF Company cannot both submit a Medco proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.

4.2.8.5 The offeror shall indemnify, hold, and save the County, their agents, officers, and employees harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for harm suffered by an entity or person as a result of the negligent, reckless, or willful acts of omissions by the offeror, its officers, agents, or employees.

4.2.8.6 The offeror shall state any and all costs outside of the monthly administration fees such as one time startup costs.

4.2.8.7 If there is a discrepancy between the responses on this Request for Proposal and the contract and/or the policy, the RFP responses will be the accepted responses.

4.2.9 County Assertion of Estimates: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

4.2.10 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

4.2.11 Offeror Communication: Offerors are prohibited from communicating directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information will be communicated and authorized.

4.2.12 Audits and Records: The offeror agrees that at any time during normal business hours, and as often as the county may deem necessary, the offeror shall make available to representatives of the county for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the county to audit, examine, copy, and make excerpts or transcripts from such records, and to make audits of all contracts, claims and utilization data, revenue streams tied to client spend, materials, and other data relation to all matters covered by the resulting contract all for a period of three (3) years from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

4.2.13 Confidentiality: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as "draft" and is not subject to the Texas "Public Information Act", Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Public Information Act". If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it "Proprietary Information". State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

4.2.14 Binding Effect: This resulting agreement shall be interpreted and enforced under the laws and

jurisdiction of the State of Texas. Collin County's RFP, the offeror's proposal in response to the RFP, and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.

4.3 SUBMISSION REQUIREMENTS

4.3.1 Submission of Proposal: To be considered, proposals must be received by October 22, 2015, at **2:00 p.m.** in the Purchasing Department or via www.collincountytx.ionwave.net/Login.aspx.

All proposals shall be addressed to:

Collin County Purchasing Department
Attn: Geri Osinaike, Senior Buyer
Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL
INSURANCE, PHARMACY BENEFITS
RFP NO. **2015-319**

To achieve a uniform review process and to obtain a maximum degree of comparability, vendors may submit proposals via www.collincountytx.ionwave.net/Login.aspx or if vendor chooses, they may submit a proposal manually. Collin County requires that proposals be submitted with a master (marked original) and three (3) copies. Proposals must include page numbers. Collin County prefers that each section be appropriately tabbed and labeled.

NOTE: If submitting manually, offeror shall submit in addition to the hard copies of the proposal a CD copy. A Microsoft Word format is preferred.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this request for proposal may be obtained from the Collin County Purchasing Department, Attn: Geri Osinaike, Senior Buyer.

4.3.2 Clarification or objection to proposal specification: If any offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, they may submit to the Purchasing Department send email to Geri Osinaike at gosinaike@co.collin.tx.us on or before SEVEN (7) DAYS PRIOR to the scheduled proposal due date a request for clarification. All such requests for information shall be made in writing and the offeror submitting the request will be responsible for its prompt delivery. Any interpretation of the request for proposal will be made only by RFP Addendum duly issued. A copy of such RFP Addendum will be posted at www.collincountytx.ionwave.net/Login.aspx.

4.3.3 Incurred Expenses: There is no expressed or implied obligation for Collin County to reimburse offerors

for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses.

4.3.4 Schedule of Events

RFP released:	September 29, 2015
Deadline for submission of vendor questions:	October 15, 2015 at 2:00 p.m.
Proposals due:	October 22, 2015 at 2:00 p.m.
Vendor(s) selected contract approved:	November 5, 2015 estimated
Effective date of contract:	January 1, 2016

Collin County reserves the right to change the schedule of events as it deems necessary.

4.3.5 Required Documents: The following documentation must be submitted with the proposal. **Please note that this section does not address all documentation required by the request for proposal. The offeror is cautioned to read the entire RFP to determine all requirements.**

COLLIN COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.

All proposals are to include the following:

4.3.5.1 Title Page

Title page must show the request for proposal subject; the offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.

4.3.5.2 Transmittal Letter

A signed letter must briefly address the offeror's understanding of the pharmacy services being requested, the commitment to provide the services required and a statement explaining why the offeror believes itself to be best qualified to provide the services detailed within this request for proposal.

4.3.5.3 Financial Information

Please submit the following financial documents with your proposal:

- Copies of your last two (2) audited financials including balance sheets and income statements.
- Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.
- S/P, AM Best ratings

4.3.5.4 Detailed Proposal

The detailed proposal must address the ability to provide services for each requirement as set forth in the Plan Administration Requirements, and Questionnaire sections of this Request for Proposal. You may not modify either the order or language of the question.

4.3.5.5 Offeror References

The offeror must furnish the following reference information:

- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for the last five (5) clients, with at least 1,000 lives, who have terminated prescription coverage with your organization in the last six (6) months. If there have been less than five (5) terminations in the last six (6) months, please provide information on the last five (5) terminated clients.
- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for five (5) new clients, with at least 1,000 lives, who have added prescription coverage with your organization in the last six (6) months between January and May of this year. If there have been less than five (5) new clients in the last six (6) months, please provide information on the last five (5) new clients.
- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for the three (3) top public sector clients similar to Collin County (using employee size as the primary criteria) who have had coverage for at least one (1) year.

Collin County may contact or visit any listed representative to evaluate the services proposed.

4.3.5.6 Sample Policy

The offeror is required to submit with their proposal a sample policy that would be issued to Collin County if their proposal is selected. Please clearly notate any changes that will need to be made on the sample policy. If there is a discrepancy between the responses on this request for proposal and the policy, the request for proposal responses will be the accepted responses and will prevail over any policy language.

4.3.5.7 Errors and Omissions Coverage

A copy of the offeror's errors and omissions coverage should be provided.

4.3.5.8 Offeror Staff

The offeror must provide a resume and other related data for each of the key personnel proposed to be assigned to Collin County's account. Information provided should accurately reflect the experience and expertise of the proposed staff, including the number of accounts managed, how many of those accounts are public sector, the location of the account manager, and how many years of experience they have

managing public sector accounts. Please note that Collin County reserves the right to have a new account manager assigned to our account at any time, for any reason.

4.3.5.9 Experience

Please detail the length of time your organization has provided prescription drug services and the number of accounts serviced annually. Information should be broken down into the following categories; accounts less than 1,000 lives, 1,000 – 5,000 lives, and more than 5,000 lives.

4.3.5.10 Litigation

Identify by court and case number any litigation against your organization, or in which your organization is a party, involving the same or similar services your organization would be providing to Collin County which have been filed in the last three years.

4.3.5.11 Additional Information

Offerors should submit information describing in detail their qualifications, experience, and capabilities. Brochures, fact sheets, etc. may be submitted as appropriate to describe capabilities, experience, or any other pertinent information. References and experience with contracts for similar scope of work will be seriously considered during the selection process.

Please include any additional information which may be pertinent to this request for proposal. Collin County intends to consider all aspects of the proposed services in determining what is the best overall package for Collin County.

4.3.5.12 Company Ownership

4.3.5.12.1 Describe your company ownership/controlling interest. This should include whether or not your organization is owned or aligned with any other organizations such as a healthcare provider, third party administrator, or pharmaceutical manufacture.

4.3.5.12.2 Please list any subsidiaries or other organizations that are owned by your organization.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

4.4 STATEMENT OF WORK

Proposers should fully answer each question, giving complete information. Provide a response directly after each item in section 6. Do not skip items. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, so state and give the reason. Responses of “not applicable” or “exception taken” should be detailed in section 7 labeled Deviations. If a response of “not applicable” or “exception taken” is not detailed in Section 7, labeled Deviations, the response will be considered as confirmed, even if it is listed elsewhere as an exception. All pricing should be summarized in section 8.0.

4.5 EVALUATION FACTORS AND PROPOSAL FORMAT

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in accordance with Vernon’s Texas Code Annotated, Local Government Code 262.030.

The evaluation committee will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the county will evaluate offerors according to specific criteria and will elevate a certain number of offerors to compete against each other.

Transparency, accessibility to a quality network of pharmacies and a mail-order program, cost-containment services (such as utilization management programs), customer care, integration with county and other vendor services, and reliability will be extremely important in the evaluation/decision process. A strong track record for on-time delivery of these factors to organizations comparable in size to Collin County, Texas, will be a significant factor in the award process.

The county reserves the right to determine the suitability of proposals on the basis of all of these criteria.

The county will use a competitive process based upon “selection levels”. The county recognizes that if an offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate another offeror that was not elevated before. The selection levels are described in the following sections.

Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- Conformance with request for proposal guidelines and submittal requirements.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the request for proposal guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the request for proposal may, at the discretion of the county, be contacted to submit the missing information within two (2) business days. Incomplete or noncompliant request for proposals may be disqualified.

Level 2 – Detailed Proposal Assessment

The evaluation committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Factors	Points
Competitiveness of drug pricing.	25

Competitiveness of administrative service pricing	15
Ability to administer and process pharmacy claims in accordance with plan requirements including provision of a retail network with reasonable employee access, and access to licensed mail order and specialty pharmacies.	10
Transparency of operations	15
Quality and accessibility of proposed analytical reporting. Extent of electronic capability, such as electronic billing, enrollment, websites for employee and employer. (Preferential scoring will be given to those carriers that provide a demo site.)	10
Demonstrated effectiveness of services, including but not limited to references.	10
Availability of valuable Utilization/Management Programs such as DUR, limited network, and step therapy programs.	5
Availability of a qualified dedicated customer service unit, with dedicated toll free telephone assistance and extent of service offered.	5
Financial stability and relevant experience.	5
Total	100

It is anticipated that no more than three offerors will advance to Level 3; however Collin County reserves the right to adjust the number as necessary.

Level 3 - Demonstrations and Interviews

The evaluation committee may hear oral presentations (if required). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request it. The oral presentation is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the evaluation committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The county reserves the right to bypass Level 3 in the evaluation process and move directly to Discovery Sessions.

Level 4 – Discovery Sessions/Best and Final Offer

Offerors elevated to Level 4 will be asked to respond in writing to issues and questions raised by the county, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. The county may choose to do site visits during this stage.

Based on the information collected in this phase, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the county, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 PROPOSAL RESPONSE

5.1 ENROLLMENT INFORMATION

Listed below is information on the County's current pharmacy enrollment information.

5.1.1 Collin County allows eligible employees participating in the county's Advantage Plus and Advantage medical plans to enroll the following family members:

- lawful spouse (we do not recognize domestic partnerships).
- dependent children under the age of 26.

Once an eligible dependent child reaches age 26 their coverage terminates at the end of the month in which they turn 26.

Coverage for an eligible dependent child may continue beyond age 26 if:

- the child is unmarried and mentally or physically handicapped;
and
- the child is unable to earn a living and is dependent on the employee for support;
and
- the child became incapacitated prior to age 26.

5.2 CURRENT PARTICIPANTS

5.2.1 There are 1389 participants, composed of employees (1378), retirees (5) and COBRA participants (6) enrolled with prescription coverage as of June 30, 2015. Coverage is broken down into the following categories:

- employee only: 498 (includes retirees and COBRA)
- employee and child: 266 (includes retirees and COBRA)
- employee and spouse: 211 (includes retirees and COBRA)
- employee and family: 414 (includes retirees and COBRA)

5.3 PHARMACY PLAN DESIGN INFORMATION

A cost effective, quality network of pharmacies in Collin County and the surrounding areas as well as the administration and coordination of the pharmacy plan is of prime concern. With pharmacy costs rising, Collin County is also looking to control escalating costs and high utilization.

Listed below is information on the County's current plan design. Collin County requests the proposal(s) be made on the current plan design.

5.3.1 Prescription Benefits

Collin County currently offers one prescription drug plan. This plan is used for both Advantage Plus and Advantage medical plans. Employees, retirees, and COBRA participants utilize the prescription drug plan. Out-of-network providers are not covered under the current pharmacy plan.

Collin County's current pharmacy plan:

Retail		Mail Order	
Tier 1	\$10.00	Tier 1	\$25.00 / 90-day supply
Tier 2	\$25.00	Tier 2	\$50.00 / 90-day supply
Tier 3	\$50.00	Tier 3	\$50.00 / 90-day supply

6.0 PLAN REQUIREMENTS AND QUESTIONNAIRE

6.1 PLAN ADMINISTRATION

Please note that this section does not address all documentation required by the Request for Proposal. The offeror is cautioned to read the entire RFP to determine all requirements. Refer to Statement of Work addressed in section 4.4 and respond to each item in this section.

6.1.1 The offeror agrees to comply with any and all current and future Health Insurance Portability and Accountability Act (HIPAA) requirements. Please provide a copy of your business agreement and any documentation or agreements relating to HIPAA that would pertain to Collin County. How does your organization ensure secure email exchanges, especially when pertaining to medication histories and personal health information?

6.1.2 The selected offeror will be responsible for all claims incurred on or after the effective date of 01/01/2016 and within the contract period. This includes any claims which occurred during the contract period but are filed after the contract has ended.

6.1.3 Collin County will be responsible for determining member eligibility. It will be the offeror's responsibility to maintain accurate member eligibility records in their computer systems. Offeror will be required to track and report on pharmacy claims for employee, retiree, and COBRA participants separately. Offeror must also be able to report on claims as a total.

6.1.4 The offeror shall enter eligibility data into their system within three (3) business days of receipt. Identification cards must be mailed to employees within ten (10) business days of receipt of eligibility information.

6.1.5 Offeror must be able to administer benefits to individuals that may have multiple dependents with the same name.

6.1.5.1 How would you ensure that you were able to properly administer the claim?

6.1.5.2 What controls/audits do you have in place to ensure claims are processed accurately, particularly in these cases?

6.1.5.3 Provide an example of your claims process for such a case and list any errors or issue that may be experienced by the participant or Collin County along with how you would rectify any issues and the time frame in which the issue would be successfully addressed.

6.1.6 The offeror will prepare and update necessary administrative documents including a Summary Plan Description. The initial Summary Plan Description should be submitted to Collin County for approval within 60 days of the Plan effective date.

6.1.7 Collin County requires the right to approve all communications and correspondence prior to being sent to our employees.

6.1.8 A notice of cancellation due to error, omission, or payment issue requires a detailed explanation and at least twenty (20) days for Collin County to remedy the situation.

6.1.9 The offeror agrees to utilize an identification number that is not the member's social security number. Although social security numbers may not be used on the identification card, participants must be searchable and reportable in your database or employer tools using their social security number.

6.1.10 Please provide a detailed proposed timeline for each step of implementation that includes the action, the party responsible, member of your account team responsible for each action, and the proposed due date for completion of each action.

6.1.11 The offeror will be required to provide an electronic file format within twenty (20) days of the award to Collin County so that initial enrollment and future changes or annual enrollment information can be transmitted to the offeror electronically.

6.1.12 The offeror will be fully responsible for preparation and dissemination of any information to be sent to the IRS. If penalties are assessed, because of incorrect or late filings by the offeror, the offeror will be responsible for any such assessments and will hold the county harmless.

6.1.13 Collin County has a standard process for payment of all vendors which requires a sixty (60) day payment grace period from due date of payment. Payment may be made by either wire or check.

6.1.14 The offeror must notify Collin County, in writing, of any billing/payment issues within one hundred twenty (120) days from the date the payment was submitted to the offeror. Any billing/payment issues presented to the county after the one hundred twenty (120) day date will not be owed.

6.1.15 List any companies to which you subcontract services. This includes specialty services, pharmacy services, network, and/or mail order facilities. Please provide details of arrangement, including length of contract.

6.1.16 Describe your organization's processes and any charges for interacting with the health care vendors when necessary. For example, working with health care vendors to determine if the insured has met their deductible and to ensure pharmacy co-payments are included in the out-of-pocket maximum and reinsurance carriers to ensure pharmacy costs are applied to the stop loss benefits. Are there third party administrators or reinsurance carriers that Collin County could not utilize if your organization is selected as the pharmacy provider? If so, please list the organization and explain.

6.1.17 Provide a copy of your pharmacy credentialing guidelines.

6.1.18 What criteria are used to select participating pharmacies? What criteria are used to select participating compound pharmacies?

6.1.19 What is your procedure for adding a pharmacy where access is not adequate?

6.1.20 Confirm that prescription drugs prescribed by any licensed authorized health care provider, including dentists, are covered by the pharmacy program.

6.1.21 Do you agree not to give away or sell employee data, even “de-identified” data, with or without employee consent?

6.1.22 Do you offer a 90-day “at retail” program? Describe how your program works and the cost savings it would provide to the county. If the county should decide to add that service, is there an additional charge?

6.1.23 What is done to proactively prevent fraud amongst participating retail and compounding pharmacies?

6.1.24 During the course of the contract, discounts and pricing on both mail order and retail drugs may become more favorable. Please describe your contract terms that would enable Collin County to benefit from these changes.

6.1.25 Describe any special provisions, limitations, or deviations from the standard prescription plan for narcotics or any other drugs.

6.1.26 Are all pharmacies required by contract to submit the lower of the current retail price (usual and customary), your contracted price, or the employee’s co-payment amount? How are charges handled when the prescription cost is less than the applicable co-pay? Does this affect the dispensing fee? Provide an example describing how you will process a claim where the cost of the drug is less than the employee’s co-payment. Include how the dispensing fee would be handled.

6.1.27 Describe any information and resources you will need from the Collin County Human Resources department or the insurance providers to administer the County’s pharmacy benefits. Provide the time frame in which you would need this information.

6.1.28 In the event of a new drug coming on the market, how will you communicate this information to Collin County and our employees? Are new drugs immediately available, or is there a waiting period?

6.1.29 Describe any tools you would provide to individuals insured under Collin County’s plan to help them manage and control their health care (such as pharmacy locators, cost calculators, education on generic alternatives, health risk assessments etc.).

6.1.30 Recognizing there are a number of medications with expiring patents, what is your plan to help employees transition to more cost-effective medications?

6.1.31 The offeror shall administer an electronically integrated point of service retail and mail service program to include:

6.1.31.1 Verification of eligibility

6.1.31.2 Verification of plan design

6.1.31.3 Concurrent drug utilization review

6.1.31.4 Collect cost utilization data

6.2 TRANSPARANCY AND PRICING

6.2.1 Collin County desires full transparency in administering Collin County's benefit plan. Describe how you would meet this objective.

6.2.2 List all retail or mail order pharmacies owned by you.

6.2.3 Collin County desires that the PBM pass through any and all rebates and rebate administrative fees and credits including formulary rebates, market-share rebates, and other rebate revenue that Collin County's utilization enables you to earn. Describe your process for passing through rebates including how your rebate program is coordinated and the frequency of when rebates would be paid to Collin County. How are rebates returned to the County? How can the County be sure they are receiving all of the rebates to which we are entitled? On what percentage of drugs on your formulary are rebates paid? What is the process for reconciling pharmacy rebates? List rebates and/or rebate revenue earned through Collin County's utilization that will not be passed through.

6.2.4 Do you agree to pass through to Collin County any and all data aggregation payments or data sale revenue that Collin County's utilization enables you to earn? Do you allow Collin County to opt out of these programs?

6.2.5 Collin County desires that the offeror completely disclose to Collin County, on a quarterly basis, any other revenue received directly or indirectly from pharmaceutical manufacturers due to Collin County utilization.

6.2.6 Drug manufacturers often pass on incentives and rebates designed to encourage usage of their products. These products may not necessarily be the most cost effective and clinically appropriate drug available. What services, if any, do you provide to help ensure the most cost effective and clinically appropriate drugs are being utilized?

6.2.7 If AWP is used, what reference determines AWP pricing for pharmacy reimbursement? Do you agree to use a mutually agreed upon reference in processing Collin County claims? Do you agree not to change sources without obtaining written agreement from Collin County? If AWP is discontinued or is no longer available, Collin County reserves the right to select another mutually agreeable calculation method.

6.2.8 Describe how you will price drugs to Collin County. Do you invoice Collin County the same amount as you pay the pharmacy or drug manufacturer after adjustments are made for the dispensing fee, discounts, rebates, credits, grants, etc. Will this be demonstrated by invoices to the county showing each prescription, the amount billed to the county, and the amount paid to the pharmacy?

6.2.9 If average wholesale price is used, describe how it is calculated. If it is calculated differently for each of the different programs (retail, mail order, etc.), list the calculation for each program. On what quantity would the average wholesale price (AWP) be based? In the previous calendar year, what percentage of claims for your book of business was paid below the contracted average wholesale price (AWP) for each program?

6.2.10 Describe your maximum allowable cost (MAC) program and when or if it will be used. How do you calculate maximum allowable cost (MAC)? Do you agree to full pass-through of MAC pricing? What percentage of generics are represented by your maximum allowable cost (MAC) list? For generics represented

by your maximum allowable cost (MAC) list, what is the equivalent average wholesale price (AWP) discount on average?

6.2.10.1 List how many MAC lists you use nationally. Will more than one MAC list be applied to Collin County? If more than one list is used, explain the rationale for having more than one list. Please provide the MAC list(s) you will use for Collin County and how you determine which list is used.

6.2.10.2 How frequently is the MAC list updated? Describe the methodology used in updating the MAC list. How quickly are drugs added to the MAC list after patent expiration?

6.2.10.3 Do you agree to provide full, regular access to the MAC list applied to Collin County's plans?

6.2.10.4 Is your maximum allowable cost list for retail the same as your maximum allowable cost list for mail order? Describe your formula for setting maximum allowable cost (MAC) for retail and mail.

6.3 GENERIC DRUGS

6.3.1 What is the discount level that you will apply to our plan for generic drugs not included on the MAC list?

6.3.2 What is your policy for establishing MAC pricing on new generics which have multiple providers?

6.3.3 What programs or process do you have to promote using the lowest cost alternative? What features does your program contain that are designed to promote the use of preferred drugs over non-preferred alternatives?

6.4 FORMULARY

6.4.1 Describe your formulary program, including the drug evaluation process, and the process for adding/removing drugs. Please provide an electronic copy of your formulary. Do you agree to allow customization or modification to Collin County's formulary? Specifically discuss compounding prescriptions and bulk chemicals as they apply to the process for the inclusion/exclusion from your formulary.

6.4.1.1 How often do you change your formulary? How do you track formulary history, what changes are made, and the date they are made?

6.4.1.2 How much advance notice of changes to the formulary is given to plan sponsors so that they may evaluate the changes for their population? What reports are provided to assist in the evaluation process and what is the look back period used for those reports?

6.4.1.2.1 How do you ensure the formulary shows correct drug information when there are technology upgrades or changes to your organization's delivery platform?

6.4.1.2.2 What is the review and proofing process to ensure the county's formulary remains intact as designed?

6.4.1.3 How do you communicate your formulary to participants? Collin County will require offeror to provide employees current prescription drug lists. Does your organization have real time formulary information and pricing access in place? Do you have on line capability to share formulary, pricing, and

performance information with insured's? Are members notified when formulary changes occur? How are the members notified? Will Collin County be notified of all participants that will be receiving such a notification prior to the notices being sent?

6.4.2 Are you able to administer a limited preferred network pharmacy plans?

6.4.2.1 Is there an additional cost?

6.4.2.2 What are the estimated cost savings to Collin County in utilizing the limited preferred network pharmacy?

6.5 MAIL ORDER

6.5.1 Explain your organization's mail order capabilities, including the process for initial fill and subsequent refills.

6.5.2 Do you agree that mail order prescriptions will be shipped within an average of two (2) business days for non-protocol prescriptions and four (4) business days for protocol prescriptions?

6.5.2.1 What percentage of your mail order prescriptions in 2014 that were dispensed and mailed within two (2) business days of arrival of the prescription at the facility? Do you have audited documentation to support this number?

6.5.2.2 How are participants notified when a mail order prescription cannot be filled or will be delayed? How long, on average, does this notification take? Is the message computer generated or a live person? What if the insured does not answer the phone?

6.5.3 Do you provide automatic refills of mail order prescriptions? Can this be done on an individual prescription basis? How are prescriptions delivered? Are there any exceptions?

6.5.4 Please list all acceptable payment methods which covered members may use to purchase their mail order prescriptions. Is there any additional fee to the county or the member for the utilization of any of these payment methods? If so, please list the additional fee.

6.5.5 Collin County does not allow employees to receive packages at work. What are your guidelines for requiring signatures on certain mail order drugs? What processes are in place to work with the participant to ensure accurate and timely delivery?

6.5.6 Will you provide a cost-based pricing model for your mail services, using Collin County's 2014 claims, with direct 100% pass-through of your actual acquisition cost for drug products acquired through the mail service?

6.5.7 Do you agree to prevent the mail order provider from engaging in:

6.5.7.1 Unauthorized therapeutic interchange programs

6.5.7.2 Unauthorized promotion of brand drugs to plan members

6.5.7.3 Repackaging of products

6.5.7.4 NDC up-charging

6.5.8 Please include a sample of your prescription mail order forms and prescription cards. Are they personalized for the client? Are there any additional costs for any of these?

6.5.9 For the mail order facility that would be utilized for our account please provide the location, monthly dispensing capacity, the highest number of prescriptions dispensed in the last twelve (12) months, the number of pharmacists and technicians, and the average number of prescriptions dispensed per pharmacist per hour. Does the facility have any robotic dispensing systems and if so, how are they utilized?

6.5.10 What percentage of mail order prescriptions were filled with the lowest cost alternative in the last two (2) years? What percentage of mail order prescriptions were switched to the lowest cost alternative in this same time frame? List each year separately.

6.5.11 Describe how you plan to transition employees to your mail-order service from the prior provider? How will you ensure continuity of services?

6.5.12 What is your process for managing prescriptions that may run out of stock? What are your processes for filling the prescription? What is the time frame in which an out-of-stock prescription will be refilled? What, if any, are the communications with the participant? If the drug can still not be refilled after seven (7) days, what is the communication with the participant and the county as this is outside of our requirements? What percentage of claims was out of stock when ordered in 2014? What was the average length of time before the prescription was filled? What was the longest time?

6.5.13 Provide a copy of your disaster recovery plans that would be used in the event of a mail order facility closure.

6.6 SPECIALTY DRUGS

6.6.1 Describe your specialty pharmacy services. What drugs are included? What type of report is available on specialty pharmacy cost and utilization?

6.6.2 Describe how you will determine pricing of specialty drugs for Collin County. Do you agree to charge the county no more than the acquisition cost of drugs plus a dispensing fee. Describe your dispensing fee structure.

6.6.3 What will you do to keep down the increasing specialty drug costs to the county? Describe how you manage compounding pharmacies and bulk chemicals and your process for controlling costs and monitoring/minimizing fraud.

6.7 UTILIZATION MANAGEMENT AND EDUCATIONAL PROGRAMS

6.7.1 What programs do you offer to assist Collin County in controlling pharmaceutical costs? Is county participation in these programs voluntary? Describe each program and how it will provide cost savings to Collin County. For each program, list if it is included in the quoted fees. If there is an additional charge for the service, clearly state so and include the cost. Describe your ability to provide measureable online reports. Please provide two (2) different client examples that demonstrate actual dollar savings including measurable results and savings methodology for each program. Specifically address the following programs:

6.7.1.1 Step therapy program. Provide a list of drugs included in your step therapy program.

6.7.1.2 Mandatory generic program

6.7.1.3 Retrospective drug utilization review

6.7.1.4 Concurrent drug utilization review

6.7.1.5 Medication adherence notification program

6.7.1.6 Dose optimization

6.7.2 Do you have a program to watch pharmacy prescription usage and notify members of the benefits of utilizing mail-order prescriptions? Describe the program.

6.8 CUSTOMER SERVICE

6.8.1 The offeror shall provide a toll free number to Collin County administration and our employees to be used for claims or other service issues. Collin County desires that customer service representatives be available to county employees at a minimum of between 8:00 am and 7:00 pm Central Standard Time Monday through Friday. If representatives are not available as specified above, please provide information on their availability. Should an employee need to leave a message for customer service, a customer service representative will return the call to the employee within four (4) business hours. How do you handle after hour inquiries (holiday, weekends, after hour emergencies)?

6.8.2 Specify your average telephone and written response times. How often is your response time analyzed and reviewed? In the previous year, what percentage of member service calls did a representative answer in thirty (30) seconds or less? What was your call abandonment rate last year? What percentage of calls received a busy signal in the prior year? What percentage of calls to your customer service area is placed on hold and for how long? Does your organization use the same member service center for retail and mail order calls? If not, please provide data for each separately.

6.8.3 Administrative service personnel shall be available for on-site consultations with county personnel as necessary.

6.8.4 Collin County would like you to survey our employees quarterly (a minimum of 10% per quarter selected on a defined basis) to monitor the employees' satisfaction with your service. Please provide a description of the process used for collecting responses and any checks and balance in place to avoid/minimize the skewing of results.

6.8.4.1 Results should be based strictly on Collin County data. Results of these surveys should be provided to the county within forty five (45) days after survey completion. Please supply a sample satisfaction questionnaire and information on how you would provide the results of the questionnaire. This survey is to be provided at no additional cost to Collin County.

6.8.4.2 Describe if any selected participant would be excluded.

6.8.5 What are the average years of experience and average staff turnover rates for your customer service staff for 2013 and 2014? Collin County prefers a dedicated customer service staff familiar with our benefits to answer employee questions. Will you have dedicated representatives for Collin County? Will the county have a dedicated claims analyst that the Human Resources department can contact with questions and issues? If not, what is required to have a dedicated claims analyst?

6.9 CLAIMS

6.9.1 Do you agree to share, electronically, claims data detailing all of the plan's prescription transactions and the costs for each billing cycle? Please provide a sample of the report that will be provided.

6.9.2 The selected offeror will be responsible for maintaining claim documents for the period of time as defined in the standard record retention schedule, after which the records will be destroyed at no additional cost to Collin County.

6.9.3 The county will establish a banking account for pharmacy claims and the offeror will be given authority to draw funds for benefit payment from this account. The county will keep one week worth of funds, based upon previous claims levels, in the account.

6.9.4 Claim information is the property of the county and the offeror shall provide the information, in electronic format, to the county at no charge within ten (10) business days of a request and at the end of the contract.

6.9.5 Please reprice 2014 claims using your quoted pricing using the attached pharmacy claim report. You may hide columns, but please do not reorder or delete any information from the spreadsheet. Please be sure your completed spreadsheet includes if it is a match to your formulary list (Y=Yes, N=No) and if it is matched on your MAC list (Y=Yes, N=No).

6.9.6 Please provide a geo-access study utilizing the following criteria:

Two (2) retail network pharmacies within 10 miles of 75071

6.9.7 Provide a disruption report using the Attachment E Provider Utilization report.

6.9.8 Describe how quickly a claim is entered in normal situations. Describe how quickly a claim can be entered in a retail setting in emergency situations. Describe under what circumstances a claim can be immediately entered into the system.

6.9.9 What is the process for an override or an exception?

6.9.10 Describe how you handle reimbursement of claims where the member has already paid for the prescription.

6.9.11 What was your total percentage of retail and mail order medication errors last year?

6.9.12 Collin County requires that terminations be processed no later than three (3) business days from the termination. How quickly can terminated employees and their dependents be removed from the system? The county will not be responsible for claims paid on employees or dependents that were not removed from the system in the required timeframe.

6.9.13 Attach a copy of your administrative services agreement.

6.9.14 Describe the appeal procedures in place for plan participants. If a denial of benefits is made, you must agree to provide the employee a written letter indicating the exact reason for the denial as well as the appeal process and timeframes.

6.10 AUDIT

6.10.1 Do you agree to allow Collin County, or a third-party audit firm, full audit rights including, but not

limited to the following:

6.10.1.1 Pharmacy claims

6.10.1.2 Utilization data

6.10.1.3 Contracts and arrangements with retail network pharmacies

6.10.1.4 Contracts and arrangements with pharmaceutical manufacturers

6.10.1.5 PBM revenue streams tied to client spend

6.10.1.6 AWP pricing-references

6.10.2 Describe your on-site audit practices for retail pharmacies.

6.10.3 Describe your on-site audit practices for compounding pharmacies.

6.10.4 What tools are available to be used to ensure pharmacy costs are administered correctly?

6.11 TECHNOLOGY

6.11.1 The selected offerors for all coverages should have the capability of electronic data interchange for eligibility and other records for bi-directional transfer of data files upon transition and on an ongoing basis.

6.11.2 The offeror will provide electronic services such as electronic billing, reporting, eligibility, claims review, forms, and a turn-key administrative website that can be utilized by the county for enrollment and status changes, etc. The offeror is also responsible for providing training for county employees that is necessary to operate their computer software. This also includes any other training such as reporting training that might be requested by the plan administrator. Any costs associated with training must be clearly listed in your response.

6.11.3 The offeror shall provide a robust website that employees can access to check on covered benefits, eligibility, claim status, print mail order forms, print/request temporary insurance cards, and access the formulary and a provider directory. Is there a demo site available where the site can be reviewed? If so, please provide the information for the county to access the demo site. If no demo site is available, please provide detailed screen prints showing the websites ability to perform requested items.

6.11.4 Does your organization provide physician integrated prescription drug services for both retail and mail order with prescribing through electronic means including e-prescription capability, formulary decision support, and computerized order entry?

6.12 REPORTING

6.12.1 The offeror agrees to provide reporting on prescription trends, fill rates, cost saving opportunities, and other relevant updates. This may also include an on-site presentation at the county's discretion.

6.12.1.1 A quarterly executive pharmacy summary will be submitted to the county. This should at least include: rolling trend, top 20 drugs by spend, top 20 drugs by utilization, maintenance drug fill rates, and generic utilization. Attach a sample of your quarterly executive summary report for pharmacy.

6.12.1.2 Enrollment, utilization, and large claims (over \$3,000) reports will be submitted on a monthly basis.

6.12.2 The PBM shall provide standardized reports necessary for the efficient management of the plan at no additional costs. Provide a list and samples of standardized reports and the frequency that they are distributed.

6.12.3 Confirm that you will provide ad hoc reports at no additional cost and/or that the county can run ad hoc reports from your website.

6.12.3.1 Do you agree that ad hoc reports that cannot be run by the county will be provided within ten (10) business days of the request?

6.12.3.2 Should the nature of an additional report warrant compensation beyond the bounds of this contract, the report shall be provided at a cost mutually agreeable between the county and the offeror. It is the offeror's responsibility to clearly communicate the cost of providing the requested report prior to producing the report. If the report is produced and the cost was not approved prior, Collin County will not be responsible for the cost of producing the report.

6.12.4 The offeror will be required, at any time during the contract/agreement, to supply the necessary current and historical data (as determined by Collin County) for inclusion in the next Request for Proposal at no cost to Collin County. Provision of such data will be provided according to the specifics requested by Collin County. The data must be provided within ten (10) business days of the request.

6.13 ADDITIONAL CLIENT PREFERENCES

PBM shall conduct an annual performance management review. PBM will compare and report on Collin County's pharmacy performance as compared to the previous year to the PBM's book of business and Collin County's peers. It will also identify issues and make recommendations as to how to control future costs.

6.14 PERFORMANCE GUARANTEES

Please list performance guarantees you will make to Collin County.

7.0 DEVIATIONS

Instructions for completing section

Please complete the following worksheet listing any and all deviations from the information requested in the Request for Proposal. Attach additional pages as needed. If no deviations are listed it is understood that the offeror has agreed to all requests as listed in the RFP.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

8.0 PRICING SUMMARY

Please describe any and all fees and costs for the pharmacy program including start-up costs, monthly fees, administrative fees, and dispensing costs. If additional services or programs have an additional cost, list the program and the cost. If you are providing a price guarantee for subsequent years, please list that guarantee.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶
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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.
- 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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - 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
 - 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 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, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, 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 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 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. ITIN applicant: 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 disregarded entity. 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 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 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.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	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.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² 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)(37)

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

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) under 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 tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

Part II. Certification

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

For this type of account:	Give 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
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 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

Note. If no name is circled 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 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, 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 emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or 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 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 payer. Certain penalties may also apply for providing false or fraudulent information.