



COLLIN COUNTY

**Insurance, Workers' Compensation Excess
Liability
RFP 2017-270**

**Geri Osinaike, Senior Buyer
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071
(P) 972-548-4107 (F) 972-548-4694
gosinaike@co.collin.tx.us**

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 means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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, August 10, 2017** for Request for Proposal **Insurance, Workers' Compensation Excess Liability RFP No. 2017-270, and (Court Order)**. Proposers shall use lump sum pricing or unit pricing as needed for the services. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, August 10, 2017 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, and McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, July 13, 2017** and **Thursday, July 20, 2017**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: July 11, 2017
FAX: 972-529-1684

Collin County, Texas

Bid Information

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

Bid Number 2017-270
Title Insurance, Workers'
Compensation Excess Liability

Bid Type RFP
Issue Date 07/11/2017
Close Date 8/10/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geri Osinaike, CPPO, CPPB Senior
Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name

Contact Name

Address

Telephone

Fax

Email

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature

Date

/ /

Bid Notes

Bid Activities

Date	Name	Description
7/18/2017 05:00 PM (CT)	Deadline to Submit Attachment A Market Survey	To receive the market assignment submit by email to Geri Osinaike at gosinaike@co.collin.tx.us or by mail NO LATER than July 18, 2017 at 5:00 p.m. Upload Attachment A with all other documents to be submitted.
7/27/2017 02:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Thursday July 20, 2017 at 2:00 pm.
8/3/2017 05:00 PM (CT)	Intent to Submit Proposal	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

#	Filename	Description
Header	Cover Sheet.pdf	Cover Sheet
Header	Advertisement, Insurance, Workers' Compensation Excess Liability RFP 2017-270.pdf	Legal Notice
Header	General_Instructions_Proposals (1).pdf	General Instructions
Header	Terms_of_Contract_Proposals.pdf	Terms of Contract
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	PART ONE AND PART TWO 6-27.pdf	Specification Part 1 and Part 2
Header	Attachment A- Market Assignment 6-27.pdf	Attachment A
Header	Attachment B - Questionnaire 6-27.pdf	Attachment B
Header	Attachment C- RFP Contract Requirements 6-27.pdf	Attachment C
Header	Attachment D - WC Excess Coverage Specs & Response 6-27.pdf	Attachment D
Header	Attachment E - Premium Summary 6-27.pdf	Attachment E
Header	EXHIBIT ONE WC PROPOSAL.pdf	Exhibit 1
Header	EXHIBIT TWO CURRENT POLICY INFORMATION.pdf	Exhibit 2
Header	EXHIBIT THREE LOSS RUNS.pdf	Exhibit 3
Header	HB23 CIQ 2017-254.pdf	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	BID PACKAGE CC.pdf	Bid Package (Complete if submitting manual bid)
Header	W9_2014.pdf	W-9

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal/Response to Section 6.0 Part 1 & Part 2
2	YES	Attachment A: Market Survey : To receive the market assignment submit by email to Geri Osinaike at gosinaike@co.collin.tx.us or by mail NO LATER than July 18, 2017 at 5:00 p.m. Upload Attachment A with all other documents to be submitted.

3	YES	Attachment B
4	YES	Attachment C
5	YES	Attachment D
6	YES	Attachment E

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	<p>Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.</p> <p>Please state delivery in calendar days from date of order.</p>	_____ (Required)
2	Exceptions	<p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p>Valid Responses: [Please Select], Yes, No</p>	_____ (Required)
3	Insurance	<p>I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.</p> <p>Please initial.</p>	_____ (Required)
4	Subcontractors	<p>State the business name of all subcontractors and the type of work they will be performing under this contract.</p> <p>If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".</p>	_____ (Required)
5	Reference No. 1	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
6	Reference No. 2	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
7	Reference No. 3	<p>List a company or governmental agency where these same/like products /services, as stated herein, have been provided.</p> <p>Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.</p>	_____ (Required)
8	Cooperative Contracts	<p>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</p>	_____ (Required)

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

9 Preferential Treatment

The County of Collin, as a governmental agency of the _____ (Required)

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.

10 Debarment Certification

I certify that neither my company nor an owner or principal _____ (Required)

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.

11 Immigration and Reform Act

I declare and affirm that my company is in compliance with _____ (Required)

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.

12 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code _____ (Required)

requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to

be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

13 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior _____ (Required)
understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid/Proposal for
the same materials, services, supplies, or equipment and
is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with,
prior to, or after any delivery of material or provision of
services. Any such violation may result in Agreement
cancellation, return of materials or discontinuation of
services and the possible removal from bidders list.

Please initial.

14 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires _____ (Required)
a business entity entering into certain contracts with a
governmental entity to file with the governmental entity a
disclosure of interested parties at the time the business
entity submits the signed contract to the governmental
entity. Section 2252.908 requires the disclosure form
(Form 1295) to be signed by the authorized agent of the
contracting business entity, acknowledging that the
disclosure is made under oath and under penalty of
perjury. Section 2252.908 applies only to a contract that
requires an action or vote by the governing body of the
governmental entity before the contract may be signed or
has a value of at least \$1 million. Section 2252.908
provides definitions of certain terms occurring in the
section.

Section 2252.908 applies only to a contract entered into on
or after January 1, 2016.

Please initial.

15 Notification Survey

In order to better serve our offerors, the Collin County _____ (Required)
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, Other

16 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, _____ (Required)
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.

Line Items

#	Qty	UOM	Description	Response
1	1		Complete Attachment E - Premium Summary	\$ (Optional) No Price

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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

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

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

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

2.15 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.

2.16 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.

2.17 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.

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 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.
- 2.30 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.

2.31 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.

2.32 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.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Engineer may determine.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

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: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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.

PART ONE (1)

RESPONSE TO MARKET REQUEST INFORMATION

4.0	PART ONE (1) - EVALUATION CRITERIA AND FACTORS, Market Survey
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- 4.1 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 the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 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 contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 PART ONE (1) - CONFORMANCE WITH MANDATORY REQUIREMENTS

- 4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Attachment A: see section 5.2, return no later than 5:00 p.m. July 18, 2017.

Proposers will be qualified and insurance companies will be assigned exclusively to an agent. Collin County Workers' Compensation Excess Liability Insurance Market Survey Attachment A is to be completed by the agency in its entirety. Failure to complete form as requested will result in disqualification.

When assigning insurance companies to agencies, the County will use the following criteria:

- The current agent will be assigned incumbent markets, assuming the agent's past service has been satisfactory to the County.
- Assignments will attempt to avoid dividing companies or groups among different Agencies.
- Location, services, pricing, experience, backup support, and insurance company relationships will be important considerations when assigning insurance companies and agencies. Past service with Collin County will also be highly considered when markets are assigned.
- The order in which the requests are received will also be a factor in determining market assignments.

5.0 PART ONE (1) - SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: Sealed proposals will be received for Insurance: Excess Workers' Compensation.

Collin County is conducting a vendor search to select an insurance carrier(s) to provide for Insurance to include Excess Workers' Compensation Insurance.

The County will utilize a two-step process for completing and making this award. First, markets will be assigned; second, vendors will be requested to return proposals based upon market assignment.

5.2 Part One (1): Assignment of Markets

In order to be considered for this project offerors must return the Excess Workers' Compensation Insurance Market Survey form (**Attachment A**) by email to Geri Osinaike at gosinaike@co.collin.tx.us or by mail in a sealed envelope marked with the RFP Number, RFP Name and Company Name **no later than 5:00 p.m. July 18, 2017.**

Collin County Purchasing
2300 Bloomdale Rd. #3160
McKinney, TX 75071
(972) 548-4165

After receipt of these forms, Collin County will assign markets. No markets may be reserved without the express written permission of Collin County. Insurance companies will be assigned according to the proposed preference, order the response is received, volume, and percent of business with that insurance carrier.

5.3 Current Program: Collin County is a self-insured public entity that purchases an excess workers' compensation policy with a \$500,000 per occurrence retention. The policy is currently with Midwest Employers Casualty Company. The current Third Party Administrator for workers' compensation claims is TriStar Risk Management. Collin County is soliciting bids for Third Party Administrators this year so this provider may change.

6.0 PART ONE (1) - PROPOSAL FORMAT

6.1 Submit the following documents:

6.1.1 **Attachment A-** Collin County Excess Workers' Compensation Insurance Market Survey.

PART TWO (2)

PROPOSAL RESPONSE

4.0 PART TWO (2) - EVALUATION CRITERIA AND FACTORS

- 4.1 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 the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 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 contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 PART TWO (2) - CONFORMANCE WITH MANDATORY REQUIREMENTS

- 4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Attachment B through E

LEVEL 2 PART TWO (2) – DETAILED PROPOSAL ASSESSMENT

- 4.1.2 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

CRITERIA	VALUE
Profile of local/national agency operations to include firms qualifications, experience and references (Attachment A & B, section 6.1.5)	15
Agency resources available to include support services, access of staff, service plan (Attachment A through D)	20
Pricing of programs (Attachment E)	30
Availability of other programs to include loss control services (Attachment A & B)	15
Ability to meet established criteria (6.0, Attachments A through E)	20
Total Value	100

LEVEL 3 PART TWO (2) – DEMONSTRATION AND INTERVIEWS (*OPTIONAL*) (MAXIMUM 100 POINTS)

The Evaluation Committee may request to hear oral presentations and/or site visits from selected offerors that have been elevated to Level 3. Should site visits be requested, the committee will select sites to visit where the proposed solution is fully functional. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
50	Demonstration/Interview
50	Response to clarification questions and possible site visits

LEVEL 4 PART TWO (2) –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Offeror 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. Proposals will be re-evaluated based upon Criteria in level 2 and 3.

Based on the result of the Best and Final Offer evaluation, 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 contractors that have submitted bids and enter into negotiations with them.

5.0 PART TWO (2) - SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Overview: Collin County is conducting a vendor search to select an insurance carrier(s) to provide Excess Workers' Compensation Liability Insurance for the county.

5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare an RFP response for Excess Workers' Compensation Liability Insurance.

5.3 Term: Provide for a contract commencing on October 1, 2017 through September 30, 2018, with the option to extend for four (4) additional one (1) year periods.

5.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. 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.

5.5 Price Reduction: 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.

5.6 Method of Award:

5.6.1 The award of the contract shall be made to the responsible offeror(s) whose proposal is determined to be the best-evaluated offer resulting from negotiation taking into consideration the relative importance of price and other evaluation factors in section 4.0 above.

5.6.2 In consideration of the proposals, Collin County reserves the right to select one or more acceptable offerors who offer contractual terms and conditions most favorable to Collin County.

5.6.3 Collin County reserves the right to award all or a portion of the RFP.

5.6.4 No vendor has exclusive rights on this account; competitive proposals will be accepted from all responsible offerors.

5.7 Negotiations:

5.7.1 Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All 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.

5.7.2 Offerors may be required to submit additional data during the process of any negotiations.

5.7.3 Collin County reserves the right to negotiate the price and any other term with the offerors.

5.7.4 Any oral negotiations must be confirmed in writing prior to award.

5.8 Introduction: Below is background Information on Collin County and the county's current insurance coverage.

5.8.1 Collin County is a political subdivision of the State of Texas, with the County seat in McKinney, Texas. The county is home to over 812,000 residents, and occupies over 885 square miles. The county currently has approximately 1,600+ full-time positions and 26 part-time positions. Collin County government operates from different locations throughout the county in

functions including but not limited to Public Works, Facilities, District Attorney's Office, Juvenile Detention, and Animal Services. There are also multiple departments that serve the county in various clerical and administrative functions.

Collin County owns and operates the Sheriff's department and the county's primary detention center. The Sheriff's department has approximately 171 peace officers, 247 detention officers, and 69 civilians and houses an average daily population of 1,000 low and moderate-risk detainees. Capital offense detainees are housed there during trial but transferred to state facilities upon sentencing.

Collin County also operates its own low-risk Medical Clinic from which the County's Health Official is based. The county does not have a fire department; instead, the county utilizes the fire departments of the various cities and towns in its area. The county does not own, or operate a golf course, an airport, or a landfill. We do have a small water treatment facility at Collin County Adventure Camp which is used solely for that facility. While Collin County owns the Adventure Camp, an outside party operates it.

5.8.2 Current Program: Collin County is a self-insured public entity that purchases an excess workers' compensation policy with a \$500,000 per occurrence retention.

To better assist the offeror in understanding the scope of services, the following additional information has been provided:

- Exhibit One: Current policy information
- Exhibit Two: Copy of the payroll audit for fiscal year 2016
- Exhibit Three: Loss runs for five previous years of coverage

5.8.3 The current insurance broker is Arthur J. Gallagher Risk Management Services and the insurance policy is provided through Midwest Employers Casualty.

5.9 Pricing and Fees: This section includes standards set forth by the county regarding pricing and fees of the contract. Read each segment thoroughly.

5.9.1 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. Collin County will consider proposals from all responsible offerors.

5.9.2 Within the offeror's response, all fees and commissions must be disclosed. All set-up costs or termination fees should also be included. The county does not want any bundled charges to be listed. The offeror's response should break down all charges by line item including commissions or fees.

5.9.3 Collin County currently uses TriStar Risk Management as its third party administrator. Please note if there are additional fees associated with using a TPA.

5.9.4 The county desires that the offeror disclose any discount associated with the cost for the proposed insurance premium in the event the county pays all costs up-front and/or any penalty associated should the county pay the cost over the period of a year.

5.10 Once an offeror is selected and an award is made, invoices shall be sent to:

Collin County Auditor	with copy to:	Collin County Risk Manager
2300 Bloomdale Rd		2300 Bloomdale Rd
Suite 3100		Suite 4117
McKinney, TX 75071		McKinney, TX 75071
accountspayable@collincountytx.gov		erjohnson@collincountytx.gov

5.11 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.

5.12 PROPOSAL SCHEDULE

RFP released:	July 11, 2017
Deadline for submissions of Attachment A:	July 18, 2017 at 5:00 p.m.
Deadline for submission of contractor questions:	July 27, 2017 at 2:00 p.m.
Proposals due:	August 10, 2017 at 2:00 p.m.
Award of Contract:	September 2017
Effective date of contract:	October 1, 2017

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

6.0 PART TWO (2) - PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections all of 6.0 and Attachments B through E in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. 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”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, provide one original and electronic files, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.1.3 Title Page: Title page shall show the RFP subject, the offeror's name, the name, address, and telephone number of a contact person, and the date of the proposal.

6.1.4 Transmittal Letter: Offer shall include a signed letter briefly addressing the offeror's understanding of the insurance program being requested, the commitment to provide the coverage and services required, and a statement explaining why the offeror believes itself to be best qualified to provide the coverage and service detailed within this RFP.

6.1.5 Detailed Proposal: Complete the attached documents:

- **Attachment B – RFP Questionnaire**
- **Attachment C – Workers’ Compensation Excess Liability RFP Contract Requirements**
- **Attachment D – Workers’ Compensation Excess Liability Coverage Specification**
- **Attachment E – Premium Summary**

In addition, all requests for information included in the body of the RFP should be answered in order and include item numbers in response. The detailed proposal shall address the ability to provide services for each requirement as set forth in this RFP. Any options or alternatives to the requirements set forth in this RFP should be shown as dollar adjustment(s) to the provided quotation. All charges and fees should be itemized and listed in Attachment E- Premium Summary.

6.1.6 Executive Summary: Please include with your proposal a management summary that outlines the competitive advantages of your proposal. Summarize the key points of the proposal for non-technical, executive review. Please detail any differences between Collin County's current program and the program you offer. If no differences are noted in the executive summary, your program will be deemed consistent with Collin County's current program.

6.1.7 Offeror References: References in each category should be unique clients. The offeror shall furnish the following reference information:

6.1.7.1 Name, address, contact name, email, and telephone number for three (3) existing clients with a three (3) or more year history with the offeror. It is preferred that references be other governmental entities of similar size or larger than Collin County if possible.

6.1.7.2 Name, address, contact name, email, and telephone number for three (3) most recent clients that did not renew their contracts for your services within the last year.

6.1.7.3 Name, address, contact name, email, and telephone number for three (3) new public sector clients added to your client base within the last three years, either city or county. Please include at least two (2) references who have workers' compensation excess liability coverage through your proposed company and have made a claim.

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

6.1.9 Statement of Compliance: All offerors to this RFP shall detail, in a single location titled "Exceptions," any and all exceptions or deviations from the RFP requirements. Any requirements listed in the RFP that cannot or will not be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be described in this section. Requirements not specifically identified in this section will be interpreted as the offeror's compliance to the RFP requirements.

6.1.10 Additional Information: Please include any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what the best overall package is for Collin County employees. Include this information in section 8.0 other information in the RFP response.

6.1.11 Submit your responses in the order that is provided in the RFP.

6.1.12 This RFP and the offeror's response shall be included as part of the contract.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

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

8.0 OTHER INFORMATION

Provide any additional information that may be pertinent to the RFP as directed in section 6.1.10

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

ATTACHMENT A – WORKERS’ COMPENSATION EXCESS LIABILITY INSURANCE MARKET SURVEY

**Complete and return this form with the Market Request form no later than
July 18, 2017 at 5:00 p.m., email to gosinaike@co.collin.tx.us or mail to**

Collin County Purchasing
2300 Bloomdale Rd #3160 McKinney, TX 75071
Phone: 972-548-4165 (McKinney)
972-424-1460 (Metro)

Broker Firm:	Office Head:
Address:	City, State, Zip:
Date founded:	Number of Local Employees:

Phone:	Fax:	Toll Free Number:
Contact Person:	Contact Person Phone Number:	
E-mail address:	Web site:	
In-house Service Representative:	Claims Representative:	
Service Representative:	Loss Control Representative:	

Account Executive

Back-Up

Executive

Name:		
Direct Phone:		
Mobile Phone:		
E-mail Address:		
Designations:		
Years with firm:		
Years of Insurance Experience- Government Entities:		

1. Business Retention Percentage overall by year for the last three (3) years:
 - a. 2016 - _____
 - b. 2015 - _____
 - c. 2014 - _____

2. Percentage of your business in Public Entity: _____%

3. Number of Public Entity clients and commission/fee by year for the last three (3) years:
 - a. 2016 - \$ _____
 - b. 2015 - \$ _____
 - c. 2014 - \$ _____

4. **Broker Firm Resources Available** – locally/nationally and the number of employees working in that specialty and their years of experience:

Specialty	Number of Employees	Cumulative Years of Experience
Workers' Compensation Excess Liability Insurance		
Claims Consultants		
Loss Control Consultants		

5. Please list additional services your firm can provide.

8. Top 10 Markets – 2016 Premium Volume Annual – All Lines

Market	Premium Volume

9. **Market Selections- in order of preference: (total premium by line for the local office) DO NOT CONTACT OR BLOCK A MARKET UNTIL A WRITTEN ASSIGNMENT HAS BEEN ISSUED BY COLLIN COUNTY.** List up to a maximum of five (5) insurance carriers, by line of coverage, in ranked preference to provide the coverage you would propose. Additionally, you must show the average annual premium dollars for the past three years and the length of the relationship your firm has with each insurance carrier.

Workers' Compensation Excess Liability

<u>Market (parent company)</u>	<u>Annual Prem. Vol.</u>	<u>Length of Relationship</u>
	\$	
	\$	
	\$	
	\$	
	\$	

ATTACHMENT B- RFP QUESTIONNAIRE

COLLIN COUNTY, TEXAS

Excess Workers' Compensation Insurance

This document includes questions and information requests that require detailed responses or attachments. Please answer all questions on additional paper and attach it to this questionnaire for easy reference. Ensure all responses are numbered with the same numbers as the questions.

1. Detail the claim process including notification requirements, required documentation, and any penalties for incorrect filing. Provide information regarding how claims are calculated and explain the processing timelines for a claim. Please provide this information for both the broker firm and the selected insurance carrier.
2. Describe the process(es) and fees incurred when the relationship with the broker firm and/or the selected insurance carrier terminates. All fees should also be listed on Attachment E. Please specifically detail what happens to the Collin County records once termination occurs.
3. Describe both the broker firm's and the selected insurance provider's ability to provide information to Collin County via electronic means. Collin County is especially interested in resources available to upload/download or otherwise transmit claim activity and history to the County's HRIS (PeopleSoft 9.2) system. Include information regarding the ability to integrate your electronic system with PeopleSoft.
4. Submit a proposal that states specific ways in which the broker firm and the selected insurance carrier intend to assist the county in reducing claims and increasing loss prevention.
5. Detail available training programs or opportunities provided through the broker firm or the selected insurance carrier. Please include information about the fees associated with these training programs on Attachment E.
6. Provide information on all current litigation and any litigation within the past three years for both the broker firm and the insurance carrier.
7. Requested Documentation
Please attach each document to this questionnaire and label them with the corresponding number for easy reference.
 - 7.1 Attach an organizational chart for the specified claims processing location for both the broker's firm and the selected insurance carrier.
 - 7.2 Provide resumes and contact information for the representative and supervisor that will be assigned to Collin County's account. This should be provided for the contacts with both the broker's firm and the selected insurance provider.

- 7.3 Provide a flowchart of the claims handling process for both the broker firm and the selected insurance provider.
- 7.4 Include samples of the types of statistical data and loss reports the selected insurance carrier can provide when requested.
- 7.5 Provide an implementation schedule detailing required actions by both Collin County and the broker firm in order for the plan to be effective October 1, 2017
- 7.6 Submit copies of the broker firm's audited financial statements including balance sheets and income statements for the last three (3) years.
- 7.7 Include plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.
- 7.8 Include a sample of a complete policy specimen (including all forms and endorsements).

Attachment C
Workers' Compensation Excess Liability
RFP Contract Requirements

Vendor Name:

RFP responders are required to respond to all requests for information contained in this questionnaire. Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please indicate this by selecting "N/A". All "No" or "N/A" answers recorded in this questionnaire require additional information. Additional information to accompany those answers MUST be detailed in the Exceptions section (7.0) of your response. Failure to do so may result in disqualification.

If you are selected to administer this plan, your responses to the questionnaire will be considered part of your contractual responsibilities.

Please answer by placing an "X" in the appropriate response column. DO NOT add extra rows/columns.

General Requirements		Yes	No	N/A
1.	Offeror agrees to submit electronic reports, detailing the claims specifics as to paid and incurred costs, and status of the claim. These reports should be provided on a monthly schedule and as needed by the county at no additional charge.			
2.	The offeror agrees to submit to regular audits of the pertinent claim files and interviews with the involved adjuster(s) and their supervisors. These audits will endeavor to identify that timeliness and accuracy of processing is in full accordance with accepted industry standards.			
3.	The offeror agrees to enter all claim information into its electronic claim files within two (2) business days of receipt.			
4.	Offeror agrees that the information contained in the claim files is the property of Collin County and the offeror will provide the information, in electronic format, to the county within fifteen (15) days of the County request, at no additional cost.			
5.	The offeror agrees to allow the county's representative access to electronic databases that reference the County's claim or claims within fifteen (15) days of request, at no additional costs.			
6.	The offeror acknowledges that Collin County reserves the right to collect from the provider an administrative fee of \$1,000 per occurrence to remedy county personnel costs required to research and recapture claim information should it not be produced as requested after fifteen (15) days.			

General Requirements		Yes	No	N/A
7.	The offeror agrees that changes in premium can only be instituted on a policy anniversary date, and it is requested that the selected offeror provide for notice of changes in premium at least ninety (90) days before renewal.			
8.	The offeror agrees that a representative or team will be designated as the contact between the offeror and the County.			
9.	The County requires that phone calls and e-mails be returned within one business day.			
10.	The offeror agrees to provide an annual benchmark meeting to discuss claims costs in relation to other entities.			
11.	The offeror agrees to include an Unintentional Errors and Omissions clause as to knowledge of occurrence. It is understood and agreed that only knowledge of an occurrence by the Risk Manager, Assistant Director of Human Resources, or the Director of Human Resources of Collin County shall in itself constitute knowledge of the insured. If one of these parties does not have knowledge of the occurrence, Collin County cannot be held accountable for late reporting. Do you agree to this provision?			
12.	The offeror agrees to pay claim reimbursements to the county for any claims that exceed the \$500,000 retention on a quarterly basis.			
13.	The offeror agrees to pay claim reimbursements to the county within ten (10) days of submission for repayment by the TPA.			
14.	The offeror agrees to provide a 120-day notice of non-renewal.			
15.	The offeror agrees to work with Collin County's contracted Third Party Administrator.			
16.	The offeror agrees to provide prompt and accurate loss runs quarterly showing all paid and outstanding (reserved) claims and the amount of the reserve.			
17.	If the offeror is selected, the offeror agrees to provide a complete copy of all policies delivered to Collin County no later than December 1, 2017.			
18.	Offeror agrees that if there is a difference in the policy compared to the information provided and agreed upon in the RFP response, the RFP responses will prevail.			

**Attachment D-
Workers' Compensation Excess Liability Coverage Specifications**

Vendor Name:

RFP responders are required to respond to all requests for information contained in this questionnaire. Your responses to the questions should be based on your current proven capabilities. All "No" answers recorded in this questionnaire require additional information. Additional information to accompany those answers MUST be detailed in the Exceptions section (7.0) of your response. Failure to do so may result in disqualification.

If you are selected to administer this plan, your responses to the questionnaire will be considered part of your contractual responsibilities.

Please answer by placing an "X" in the appropriate response column. DO NOT add extra rows/columns.

Please provide answers based on a \$1,000,000 limit and a \$500,000 Self Insured Retention (SIR).

Limits of Insurance			
Specifications	Included		Comments/ Limits
	Yes	No	
Workers' Compensation Each Accident- Statutory			
Employers Liability Each Accident- \$1,000,000			
Workers' Compensation Each Disease- Statutory			
Employers Liability Each Disease- \$1,000,000			
Is this a stand- alone policy?			
Is this part of a package program? If so, please indicate in the comments section and list the premium for each line of coverage.			
Workers' Compensation Excess Deductibles or Self- Insured Retentions			
Specifications	Included		Comments
	Yes	No	
\$500,000 Each Accident			
\$500,000 Each Employee for Disease			
Property Coverage Details			
Specifications	Included		Comments
	Yes	No	
Underlying Coverage- Workers' Compensation			

**Attachment D-
Workers' Compensation Excess Liability Coverage Specifications**

Vendor Name:

Collin County is also interested in obtaining a quote for \$2,000,000 with a \$500,000 SIR. Please provide answers below based on those specifications.

Limits of Insurance			
Specifications	Included		Comments/ Limits
	Yes	No	
Workers' Compensation Each Accident- Statutory			
Employers Liability Each Accident- \$2,000,000			
Workers' Compensation Each Disease- Statutory			
Employers Liability Each Disease- \$2,000,000			
Is this a stand- alone policy?			
Is this part of a package program? If so, please indicate in the comments section and list the premium for each line of coverage.			
Workers' Compensation Excess Deductibles or Self- Insured Retentions			
Specifications	Included		Comments
	Yes	No	
\$500,000 Each Accident			
\$500,000 Each Employee for Disease			
Property Coverage Details			
Specifications	Included		Comments
	Yes	No	
Underlying Coverage- Workers' Compensation			

Attachment E-
Premium Summary

Complete the table below based on a \$1,000,000 limit and a \$500,000 SIR.

List all fees associated with the policy to include but not limited to commissions, set up fees, and termination fees. No charges should be bundled.

Broker Firm:		
Agent:		
Insurance Company(s):		
Specifications	Amount	Comments
Total Annual Payroll	\$90,307,724.17	
Rate per \$100 of payroll		
Experience Modification Factor		
Total Annual Premium (without TRIA)		
Terrorism Risk Insurance Act coverage premium		
Any additional fees including any taxes or surcharges		
Policy minimum premium		
Total premium including TRIA, fees, and taxes		
Does this coverage apply to an aggregate loss fund? Yes/No		
Location of claims processing site		
Current A.M. Bests, S&P and Weiss Rating		

Complete the table below based on a \$2,000,000 limit and a \$500,000 SIR.

List all fees associated with the policy to include but not limited to commissions, set up fees, and termination fees. No charges should be bundled.

Broker Firm:		
Agent:		
Insurance Company(s):		
Specifications	Amount	Comments
Total Annual Payroll	\$90,307,724.17	
Rate per \$100 of payroll		
Experience Modification Factor		
Total Annual Premium (without TRIA)		
Terrorism Risk Insurance Act coverage premium		
Any additional fees including any taxes or surcharges		
Policy minimum premium		
Total premium including TRIA, fees, and taxes		
Does this coverage apply to an aggregate loss fund? Yes/No		
Location of claims processing site		
Current A.M. Bests, S&P and Weiss Rating		

EXHIBIT ONE

Collin County

Program Details

Coverage: Excess Workers Compensation
Carrier: Midwest Employers Casualty Company
Policy Period: 10/1/2016 to 10/1/2017

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employer's Liability Limits	Limit	\$1,000,000	
Coverage A - Workers Compensation		Statutory	

Deductibles/SIRs:

TYPE	COVERAGE	AMOUNT
Retention	Specific Retention	\$500,000

States:

DESCRIPTION	STATE
States Covered:	TX
States Excluded:	OH, ND, WA, WY

Endorsements include, but are not limited to:

DESCRIPTION
Amendment to Schedule Item 11 - CMB-11
Policyholder Disclosure Notice of Terrorism Insurance - CMB-197
Texas - ISI-TX
Texas Important Notice - CMB-TX
Texas Employers Liability - CMB-TX-EL

Exclusions include, but are not limited to:

DESCRIPTION
Voluntary Compensation
Longshore & Harbor Workers' Act
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Federal Employers' Liability Act
Assumptions under Contract
Aircraft Exclusion - ISI-254-EXC

EXHIBIT TWO
Payroll Information

Wrkrs Comp	Sum Tot Gross		Headcount
0042	\$ 338,670.63		17
4511	\$ 410,883.99		10
5506	\$ 3,122,790.85		85
7230	\$ 135,573.25		4
7720	\$ 29,517,646.07		590
8391	\$ 340,581.22		8
8601	\$ 290,215.02		2
8809	\$ 3,627,230.29		40
8810	\$ 38,724,355.78		1367
8820	\$ 8,407,779.78		134
8831	\$ 483,544.77		18
8832	\$ 2,089,695.54		30
8833	\$ 407,310.55		8
8838	\$ 116,999.61		3
9015	\$ 1,704,620.71		47
9079	\$ 467,190.28		14
9501	\$ 122,635.83		4
	\$90,307,724.17		2381

EXHIBIT THREE

Run Date: 06/13/2017
Run Time: 11:04:39

Page: 1 of 2

Collin County Custom Claim Summary - Extract

Collin County WC Loss Run Totals by F.Y as of 5/31/17

05/01/2017 - 05/31/2017

<u>Claim Number/ Claim Type</u>	<u>Claimant Name/ Claimant Status</u>	<u>Injury Date/ Closed Date</u>	<u>Litigated/ Examiner</u>	<u>Denied/ Adj. Loc. Recd.</u>	<u>Paid this Period</u>	<u>Paid</u>	<u>Outstanding</u>	<u>Incurred</u>	<u>Recovery</u>
Fiscal Year : 2012/2013									
		Fiscal Year Total: 106		Indemnity	0.00	91,914.41	0.00	91,914.41	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Medical	0.00	273,518.11	0.00	273,518.11	(21,337.93)
				Legal	0.00	6,828.15	0.00	6,828.15	0.00
				Other	0.00	1,304.30	0.00	1,304.30	(22.95)
				LC4850 Insured	0.00	0.00	0.00	0.00	0.00
				Fiscal Year Total	0.00	373,564.97	0.00	373,564.97	(21,360.88)
Fiscal Year : 2013/2014									
		Fiscal Year Total: 118		Indemnity	0.00	67,179.80	0.00	67,179.80	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Medical	0.00	149,947.25	2,063.79	152,011.04	0.00
				Legal	5,854.09	28,008.98	15,388.02	43,397.00	0.00
				Other	0.00	2,098.30	360.50	2,458.80	0.00
				LC4850 Insured	0.00	0.00	0.00	0.00	0.00
				Fiscal Year Total	5,854.09	247,234.33	17,812.31	265,046.64	0.00
Fiscal Year : 2014/2015									
		Fiscal Year Total: 123		Indemnity	2,949.84	123,858.62	17,605.31	141,463.93	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Medical	956.50	237,379.33	13,375.95	250,755.28	0.00
				Legal	1,752.85	47,559.80	7,816.01	55,375.81	0.00
				Other	0.00	16,752.05	1,639.65	18,391.70	0.00
				LC4850 Insured	0.00	0.00	0.00	0.00	0.00
				Fiscal Year Total	5,659.19	425,549.80	40,436.92	465,986.72	0.00
Fiscal Year : 2015/2016									
		Fiscal Year Total: 114		Indemnity	3,047.70	49,028.22	1,828.62	50,856.84	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Medical	369.50	83,653.59	11,677.11	95,330.70	0.00
				Legal	0.00	290.54	55.00	345.54	0.00
				Other	0.00	1,144.41	158.50	1,302.91	0.00
				LC4850 Insured	0.00	0.00	0.00	0.00	0.00
				Fiscal Year Total	3,417.20	134,116.76	13,719.23	147,835.99	0.00
Fiscal Year : 2016/2017									

Collin County
Custom Claim Summary - Extract

Collin County WC Loss Run Totals by F.Y as of 5/31/17

05/01/2017 - 05/31/2017

<u>Claim Number/ Claim Type</u>	<u>Claimant Name/ Claimant Status</u>	<u>Injury Date/ Closed Date</u>	<u>Litigated/ Examiner</u>	<u>Denied/ Adj. Loc. Recd.</u>	<u>Paid this Period</u>	<u>Paid</u>	<u>Outstanding</u>	<u>Incurred</u>	<u>Recovery</u>
Fiscal Year : 2016/2017									
Fiscal Year Total: 53					Indemnity	0.00	1,742.21	20,903.14	22,645.35
					Rehab	0.00	0.00	0.00	0.00
					Medical	3,056.42	45,328.85	50,373.32	95,702.17
					Legal	50.00	150.00	150.00	300.00
					Other	89.55	471.30	567.70	1,039.00
					LC4850 Insured	0.00	0.00	0.00	0.00
					Fiscal Year Total	3,195.97	47,692.36	71,994.16	119,686.52
Grand Total: 1827					Indemnity	5,997.54	1,462,172.50	40,337.07	1,502,509.57
					Rehab	0.00	4,487.18	0.00	4,487.18
					Medical	4,566.92	4,306,690.94	112,366.10	4,419,057.04
					Legal	7,656.94	263,511.33	36,113.04	299,624.37
					Other	89.55	290,126.04	3,360.74	293,486.78
					LC4850 Insured	0.00	0.00	0.00	0.00
					Grand Total	18,310.95	6,326,987.99	192,176.95	6,519,164.94
									(97,049.51)
									0.00
									(574,093.09)
									(127.50)
									(1,035.06)
									0.00
									(672,305.16)

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Cynthia Jacobson - Human Resources Director
Lisa Meyer - Assistant Human Resources Director
Erica Johnson - Risk Manager
Kristen Jenkins – Human Resources Generalist

Purchasing:

Michalyn Rains – CPPO, CPPB Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Geri Osinaike – Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Chris Hill – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][] - [][][][][][][][]
---	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
--	--

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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