

National Cooperative Purchasing Alliance

Proposal for:

Risk/Insurance Management Services on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance

RFP #12-15 September 10, 2015, 2:00 pm CST

Submitted by:



McGriff, Seibels & Williams, Inc.

818 Town & Country Blvd., Ste. 500 Houston, Texas 77024 www.mcgriff.com (713) 877-8975



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Attachment A - Resumes





Tab 1 – Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name	McGriff, Seibels & Williams, Inc.
Address	818 Town & Country Blvd., Ste. 500
City/State/Zip	Houston, Texas 77024
Telephone No.	_(713) 877-8975
Fax No.	_(713) 877-8974
Email address	jblasi@mcgriff.com
Printed name	Joseph R. Blasi, ARM, CPCU
Position with company	Executive Vice President
Authorized signature	Joseph D.





Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as	of October 1, 2015	, by and between National
Cooperative Purchasing Alliance ("NCPA")	and McGriff, Seibels & Williams, Inc. ("Vendor")	 ,

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **October**10, **2015** referenced as Contract Number **09-05**, by and between Region 14 ESC and Vendor, as maybe amended from time to time in accordance with the terms thereof (the "Master Agreement") for the purchase of Risk/Insurance Management Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K---12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
 - ➤ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
 - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
 - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
 - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
 - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re---marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.



The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job#	Sale Amount
Total				

> Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.



- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cod	perative Purchasing Alliance:	Vendor:	McGriff, Seibels & Williams, Inc.
Name:	Matthew Mackel	Name:	Joseph R. Blasi, ARM, CPCU
Title:	Director, Business Development	Title:	Executive Vice President
Address:	PO Box 701273	Address:	818 Town & Country Blvd., Ste. 500
	Houston, TX 77270		Houston, Texas 77024
Signature:	Andrewal	Signature:	and D.
Date:	October 1, 2015	Date:	September 10, 2015



х



Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- ♦ States Covered
 - > Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.
 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

Alabama	Maryland	South Carolina
Alaska	Massachusetts	South Dakota
Arizona	Michigan	Tennessee
Arkansas	Minnesota	Texas
California	Mississippi	Utah
Colorado	Missouri	☐ Vermont
Connecticut	Montana	☐ Virginia
Delaware	☐ Nebraska	Washington
District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	New Hampshire	Wisconsin
Georgia	☐ New Jersey	Wyoming
Hawaii	New Mexico	
Idaho	New York	
Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
□ Iowa	Ohio	
Kansas	Oklahoma	
☐ Kentucky	Oregon	
Louisiana	Pennsylvania	
Maine	Rhode Island	





	X All US Territories and Outlying Ar	eas (Selecting this box is equal to checking all boxes below)
	American Somoa	☐ Northern Marina Islands
	Federated States of Micronesia	☐ Puerto Rico
	Guam	U.S. Virgin Islands
	Midway Islands	
♦ M	business enterprises (MWBE) and hi purchase of goods and services. Res an M/WBE or HUB certified. • Minority / Women Business E • Respondent Certifies to	ipating in NCPA to involve minority and women storically underutilized businesses (HUB) in the pondents shall indicate below whether or not they are interprise hat this firm is a M/WBE
	 Historically Underutilized Bus Respondent Certifies to 	
	McGriff frequently partners with	
	Medilii frequently partiters with	MI W DE and ITOD III ins.
♦ R	lesidency	Houston
	Responding Company's principal pla State of <u>Texas</u>	ce of business is in the city of Houston
♦ F	elony Conviction Notice	
	☐ Is not owned or operated☐ Is owned or operated by ta felony	tion; therefore, this reporting requirement is not applicable. by anyone who has been convicted of a felony. the following individual(s) who has/have been convicted of
		xplanation of the names and convictions must be
	attached.	
◆ D	vistribution Channel Mhich best describes your company'	a position in the distribution shappel
	Manufacturer Direct Authorized Distributor Value-added reseller	Certified education/government reseller Manufacturer marketing through reseller
• P	rocessing Information	
	Provide company contact informatio	n for the following:
	Sales Reports / Accounts Paya	able Joe R. Blasi, ARM, CPCU
	Contact Person:	Executive Vice President
	Title: Company:	McGriff, Seibels & Williams of Texas, Inc.
	Address:	818 Town & Country Blvd., Ste. 500
	City: Houston	State: Texas Zip: 77024
	Phone:(713) 877-89	





Contact Person: Joseph R. Blasi Title: Executive Vice President Company: McGriff, Seibels & Williams, Inc. Address: 818 Town & Country Blvd., Stc. 500 City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Sales and Marketing Contact Person: Joseph R. Blasi Title: Executive Vice President Company: McGriff, Seibels & Williams, Inc. Address: McGriff, Seibels & Williams, Inc. Address: Executive Vice President Company: McGriff, Seibels & Williams, Inc. Address: Bis Town & Country Blvd., Stc. 500 City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Sing Information In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for futu product introductions. X Yes No Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. X Yes No Vendor will provide additional discounts for purchase of a guaranteed quantity.				Purchase Order:					
Company: Address: Bit Town & Country Blvd., Ste. 500 City: Houston Phone: (713) 877-8975 Sales and Marketing Contact Person: Company: Address: Company: Address: Bit Town & Country Blvd., Ste. 500 Email: Contact Person: Company: Address: Company: Address: Bit Town & Country Blvd. Company: Address: Company: Address: Bit Town & Country Blvd. Company: Address: Company: Address: Bit Town & Country Blvd., Ste. 500 City: Houston Phone: (713) 877-8975 City: City: Company: Address: Bit Town & Country Blvd. Country Blvd., Ste. 500 City: City: City: City: Company: Address: Bit Town & Country Blvd. Country Blvd. Company: Address: Bit Town & Country Blvd. Country Blvd.				Contact I	erson:	Joseph R. Blasi			
Address:				Title:		Executive Vice	President		
City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Sales and Marketing Contact Person: Joseph R. Blasi Title: Executive Vice President Company: McGriff, Seibels & Williams, Inc. Address: 818 Town & Country Blvd., Ste. 500 City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Sing Information In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for futuproduct introductions. X Yes No Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. X Yes No Vendor will provide additional discounts for purchase of a guaranteed quantity.				Company	7:	McGriff, Seibe	ls & Willia	ms, Inc.	
Phone:				Address:		818 Town & Co	ountry Blvd.,	, Ste. 500	
Sales and Marketing Contact Person: Joseph R. Blasi Title: Executive Vice President Company: McGriff, Seibels & Williams, Inc. Address: 818 Town & Country Blvd., Ste. 500 City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Cing Information In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for futuproduct introductions. X Yes No Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. X Yes No Vendor will provide additional discounts for purchase of a guaranteed quantity.									
Contact Person: Joseph R. Blasi				Phone: _	(713) 877-89	75	Email:	jblasi@mcgriff.co	m
Title:				Sales and Marke	eting				
Company: Address: Bas Town & Country Blvd., Stc. 500 City: Houston City: Houston State: Texas Zip: 77024 Phone: C713) 877-8975 Email: Jblasi@mcgriff.com Cing Information In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for futu product introductions. X Yes No Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. X Yes No Vendor will provide additional discounts for purchase of a guaranteed quantity.				Contact I	Person:				
Address: State: Texas Zip: 77024				Title:		Executive Vice I	resident		
City: Houston State: Texas Zip: 77024 Phone: (713) 877-8975 Email: jblasi@mcgriff.com Cing Information In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for futu product introductions. X Yes No Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. X Yes No Vendor will provide additional discounts for purchase of a guaranteed quantity.				Company	y :				
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Tab 4 - Vendor Profile

Please provide the following information about your company:

◆ Company's official registered name.

McGriff Seibels & Williams, Inc.

Brief history of your company, including the year it was established.

Molton, Allen & Williams, Inc. was established in 1886 which is the progenitor of McGriff, Seibels & Williams, Inc. McGriff, Seibels & Williams, Inc. is a corporation that was established in 1968 and McGriff, Seibels & Williams of Texas, Inc. (MCGRIFF) was established in 1992. McGriff is a progressive full-service insurance brokerage and consulting firm. In February 2004, McGriff became a fully-owned subsidiary of Branch Banking & Trust (BB&T), one of the largest financial holding companies in the United States. With the backing of BB&T, McGriff has expanded its operations nationally and globally.

McGriff has over 800 employees company-wide and over 200 are located in the Houston office. MCGRIFF is a leader in the Educational Public Entity marketplace servicing more than 100 Colleges, School Districts, ESC's, and Municipalities. We have approximately 10,000 other clients and have been providing services to educational public entities for over 30 years.

MCGRIFF's Public & Education Entity Group provides risk management solutions to college institutions, city and state governments, educational and transportation districts, and non-profit agencies. We are familiar with the exposures faced by the public sector as well as the usual constraints related to budgets and staffing. Because every educational institution has special needs all their own, we search the globe to find just the right fit. Whether it's Catastrophe Insurance, alternative risk transfer vehicles such as self-insured pools, offshore captives, loss portfolio transfers, OCIP programs, or foreign reinsurance placements, the MCGRIFF team has the contacts and resources to get the job done. In addition, we have significant internal experts such as transportation risk management consultants to provide expertise and resources to owners of large bus/auto fleets.

Key Insurance Coverages

- Employee Benefits
- □ Property
- □ Builders Risk
- □ General Liability
- Board/Professional Liability
- Auto/Fleet
- Crime
- □ Boiler & Machinery
- □ Wind/Flood

MSW's Public Entity Group provides risk management solutions to educational institutions, city and state governments, and transportation districts, and non-profit agencies. We are intimately familiar with the exposures faced by the public sector as well as the usual constraints related to budgets and staffing. Because every public entity has special needs all their own, we search the globe to find just the right fit. Whether it's employee benefits, alternative risk transfer vehicles such as self-insured pools, offshore captives, loss portfolio transfers, OCIP programs, or foreign reinsurance placements, the MSW team has the contacts and resources to get the job done. In addition, we have significant internal experts such as transportation risk management consultants to provide expertise and resources to owners of large bus/auto fleets.

Our associations include long-standing, senior level relationships with underwriters that serve the public sector, as well as self-insured pools, third party administrators, and public entity legal defense firms. Your access to all properly credentialed carriers and vendors will be enhanced based on our familiarity with these companies and our knowledge of their performance for other public sector clients. In particular, we have developed very strong relationships with:

- All qualified insurance carriers and self-insured pools.
- Public Entity legal defense firms.
- All qualified third party administrators, appraisal, accounting, actuarial, and public adjusting firms.

Why MSW For Public Entity Risk Management?

 Experts in providing health and welfare consulting services to over 25 municipal governments representing approximately 40,000 employees





- Property insurance advisor for more Texas Public Entities than any other firm
- Strong relationships with all major markets that underwrite construction
- Access to new and untapped markets for Windstorm, Flood and other difficult coverages
- Experts in Alternative Risk Transfer products
- Focused on public entity issues, including statutory tort immunity, Public Officials Liability & disaster recovery
- Experienced in development and administration of wrap-up/OCIP programs
- Ability to solve complex claims issues
- Strength of corporate balance sheet

Key Risk Management Services

- Conduct RFP Process
- Marketing & Negotiation
- Loss Control & Safety
 Consulting
- Contract & Risk Allocation
 Assistance
- Insurance Committee
 Participation
- Employee Communication
- Competitive Bidding Compliance
- Claim Management Assistance
- Administration Assistance



Our associations include long-standing, senior level relationships with underwriters that serve the public sector, as well as self-insured pools, third party administrators, and public entity legal defense firms. Your access to all properly credentialed carriers and vendors will be enhanced based on our familiarity with these companies and our knowledge of their performance for other public sector clients. In particular, we have developed very strong relationships with:

- All qualified insurance carriers and self-insured pools
- Public Entity legal defense firms
- All qualified third party administrators, appraisal, accounting, actuarial, and public adjusting firms

Key Insurance Coverages

- Property
- Builders Risk
- General Liability
- Board/Professional Liability
- □ Auto/Fleet
- □ Crime
- Boiler & Machinery
- □ Wind/Flood





Why MSW For Public Entity Risk Management?

- Property insurance advisor for more Texas Public Entities than any other firm
- Strong relationships with all major markets that underwrite construction
- Access to new and untapped markets for Windstorm, Flood and other difficult coverages
- Experts in Alternative Risk Transfer products
- Focused on public entity issues, including statutory tort immunity, Public Officials Liability & disaster recovery
- Experienced in development and administration of wrap-up/OCIP programs
- Ability to solve complex claims issues
- Strength of corporate balance sheet

Experience

From the "Hail Belt" (Dallas) to the Coast, we understand the unique needs of Public Entities with less-than-perfect claims experience.





♦ Company's Dun & Bradstreet (D&B) number.

80-270-4882

- Company's organizational chart of those individuals that would be involved in the contract.
- a) Provide organization chart.

Location	Contact	Telephone Number	E-Mail
Overall Team Leader	Joe Blasi	D: 713-940-6565 C: 713-213-9934	jblasi@mcgriff.com

United States					
Region	Name	Phone Number	Email		
Southeast Representative	Will Legg	D: 205-252-	wleg@mcgriff.com		
		9871			
Mid Atlantic Representative	Read Davis	D: 404-497-	rdavis@mcgriff.com		
		7500			
West Coast Representative	Joe DePaepe	D: 503-943-	jdepaepe@mcgriff.com		
		6621			
Midwest Representative	Baxter Southern	D: 314-854-	bsouther@mcgriff.com		
		5200			
National Representative	Joe Blasi	See above	See above		
Louisiana Representative	Calvin Shaw	D: 504-831-	cshaw@mcgriff		
		7213			
Dallas Representative	Johnny Fontenot	D: 469-232-	jfontenot@mcgriff.com		
		2101			
Dallas Representative	Robert	D: 469-232-	rwagoneer@mcgriff.com		
	Wagoneer	2101			
San Antonio Representative	Susan Shoemake	D: 210-695-	sshoemake@mcgriff.com		
		8583			

Texas – All Regions					
Title – Line of Coverage	Name	Phone Number	Email		
Team Leader – All P&C Insurance	Joe Blasi	See above	See above		
Marketing Account Executive	Marise Saweris	D: 713-273-2642	msaweris@mcgriff.com		
Property	Marise Saweris	C: 713-857-5847	msaweris@mcgrin.com		
Marketing Account Executive	Sandye Simms	D: 713-940-6584	ssimms@mcgriff.com		
Workers' Compensation/OCIP	Sanuye Simins	C: 281-221-0766	ssiiiiiis@iiicgiiii.coiii		
Marketing Account Executive	Paul	D: 713-940-6527	pbredthauer@mcgriff.co		
Casualty	Bredthauer	C: 713-213-9938	m		
Marketing Account Executive	Olga Saenz	D: 713-402-1475	osaenz@mcgriff.com		
Catastrophic Coverage	Olga Saeliz	D. 715-402-1475	osaenz@mcgm.com		
Loss Control / Safety Services	Steve	D: 713-940-6589	shalliburton@mcgriff.co		
	Halliburton		m		
Special Projects / Analytics	Tom Bradt	D: 713-940-6563	tbradt@mcgriff.com		





Below is the service center contact information which is available 24/7.

Claims Service Center			
Title	Name	Phone Number	Email
Claims Management	David Petersen	D: 713-402-1490	dinators an Amagriff cam
		C: 713-213-9950	djpetersen@mcgriff.com
Claims Assistant	Debra Taylor	D: 713-273-2679	dtaylor@mcgriff.com
		C: 832-345-8776	dtaylor@mcgriff.com
Claims Management	George Skelton	D: 214-244-1631	gskelton@mcgriff.com

Team Chart – All Regions







Corporate office location.

Corporate:

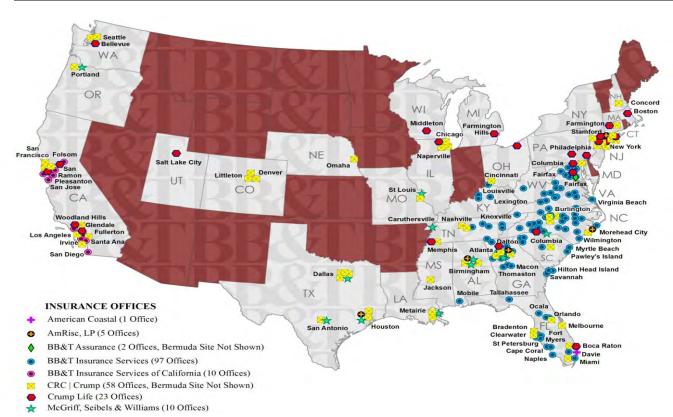
McGriff, Seibels & Williams, Inc. 2211 7th Avenue South
Birmingham, Alabama 35233

Local:

McGriff, Seibels and Williams, Inc. 818 Town & Country Blvd., Suite 500 Houston, Texas 77024

> List the number of sales and services offices for states being bid in solicitation.

Location	Contact	E-Mail
Overall	Joe Blasi	jblasi@mcgriff.com
Southeast	Will Legg	wleg@mcgriff.com
Mid Atlantic	Read Davis	rdavis@mcgriff.com
West Coast	Joe DePaepe	jdepaepe@mcgriff.com
Midwest	Baxter Southern	bsouther@mcgriff.com







List the names of key contacts at each with title, address, phone and e-mail address.

Servicing Office Location

McGriff, Seibels & Williams of Texas, Inc. 818 Town & Country Blvd., Suite 500 Houston, Texas 77024 (800) 877-1449 (713) 877-8975, Fax: (713) 877-8974 www.mcgriff.com

Service Team Contacts

Team Member		Contact Information	
Joe Blasi Executive Vice President Account Executive	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 940-6565 (713) 213-9934 jblasi@mcgriff.com
Marise Saweris Marketing Account Executive	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 273-2642 (713) 857-5847 <u>msaweris@mcgriff.com</u>
Paul Bredthauer Marketing Account Executive	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 940-6527 (713) 213-9938 pbrethauer@mcgriff.com
Katrice Dlabaj Vice President, Marketing Account Executive	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 402-1445 (713) 213-2278 kdlabaj@mcgriff.com
David Petersen Commercial Claims Manager	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 402-1490 (713) 213-9950 dpetersen@mcgriff.com
Debra Taylor Claims Representative	Houston, Texas	Direct Number: Cell Phone: E-Mail:	(713) 273-2679 (832) 545-8776 dtaylor@mcgriff.com
Tom Bradt Risk Modeling	Houston Houston	Direct Number: E-Mail:	(713) 940-6563 Tom Bradt
Calvin Shaw Louisiana Representative	Metairie, Louisiana	Direct Number: E-Mail:	(504) 831-7213 cshaw@mcgriff.com
Johnny Fontenot Dallas Representative	Dallas, Texas	Direct Number: E-Mail:	(469) 232-2101 jfontenot@mcgriff.com
Robert Wagoneer Dallas Representative	Dallas, Texas	Direct Number: E-Mail:	(469) 232-2101 rwagoneer@mcgriff.com
Susan Shoemake San Antonio Representative	San Antonio, Texas	Direct Number: E-Mail:	(210) 695-8583 sshoemake@mcgriff.com
Baxter Southern Midwest Representative	St. Louis, Missouri	Direct Number: E-Mail:	(314) 854-5200 bsouthern@mcgriff.com
Read Davis Mid Atlantic Representative	Atlanta, Georgia	Direct Number: E-Mail:	(404) 497-7500 rdavis@mcgriff.com





Joe Depaepe	Portland,	Direct Number:	(503) 943-6621
West Coast Representative	Oregon	E-Mail:	jdepaepe@mcgriff.com
Will Legg	Birmingham,	Direct Number:	(205) 252-9871
Southeast Representative	Alabama	E-Mail:	wlegg@mcgriff.com

After-Hours Claims Contacts

Contact		Phone
David Petersen Commercial Claims Manager	Direct Number: Cell Phone: E-Mail:	713-402-1490 713-213-9950 dpetersen@mcgriff.com
Debra Taylor Commercial Claims Representative	Direct Number: Cell Phone: E-Mail:	713-273-2679 713-504-1537 dtaylor@mcgriff.com

• Define your standard terms of payment.

The proposed compensation will be derived by considering:

- The projected work, assuming significant manhours associated with claims resolution;
- The size and scope of the placement undertaking (including expected time and travel for securing all layers of coverage) as respects the program options;
- 24/7 availability of the entire service team; and
- Runoff claims assistance for prior years programs.

Our base service fee covers all services (including claims advocacy) contemplated by this RFP. MSW would also like to propose a performance based compensation system, including deductions or credits applied to our fee should we achieve/not achieve certain agreed upon measurable program objectives (i.e. coverage / costs).

Who is your competition in the marketplace?

As one of the largest Insurance and Risk Management firms in the United States, we compete against firms of all size and structure. For example, we may compete against a small insurance agency or a Fortune 500 Bank. In order to win the day, we must remain flexible and always put the client's needs first. One size does not fit all, and our greatest responsibility is to create a customized solution to each client based on their unique culture and exposures.





What differentiates your company from competitors?

- Over 350 insurance professionals in San Antonio, Houston, and Dallas offering Property & Casualty Insurance and OCIP Administration Services.
- A leader in the Public Entity Insurance marketplace serving more than 1,000 School Districts, ESC's, Cities and Counties nationally.
- MSW administers Public Entity Construction Insurance Program across the US.
- Endorsed by the Region 4 Education Service Center and NCPA for Risk Management Services.
- We have preferred relationships with the Public Entity insurance carriers nationally and abroad.
- Our local service teams and software developers are important assets for our clients.
- History of Innovations MSW has provided many cost-saving innovations and alternatives, including:
 - First broker to provide employee benefits in a captive;
 - o First broker to place Unauthorized Trading Insurance for a non-financial institution;
 - First broker to utilize insurance to assume ultimate risk of balance sheet reserves relating to FASB 106 and counterparty credit risk;
 - First broker to structure/implement a multi-year dynamic counter-party credit risk insurance program for an energy trader;
 - o First broker to structure Spread Loss/insurance program to retroactively insure trading loss(es);
 - More Section 29 tax liability transactions than any other broker in the U.S.;
 - First broker to structure an insurance supplement for a commercial paper backstop to free up borrowing capacity and enhance commercial paper to A1/P1.





• Describe how your company will market this contract if awarded.

The NCPA structure provides important benefits to our clients, which will allow MSW to grow our business. For example, "volume purchasing power" allows us to negotiate better terms for NCPA members with insurance underwriters. By providing a platform specifically designed for Public Entities, we can create enormous economies of scale to drive the value proposition further.

We will use multiple forms of media and communication to promote the NCPA members offering to Public Entities. We are prominent sponsors and supporters of state, local and national Public Entity Risk Management Conferences. We send quarterly mailers and email invitations to over 1,000 governmental entities each month advertising the benefits of our Risk Management Services. We will create brochures that highlight the benefits of contract flow through NCPA.

We will tailor our promotion of NCPA to our audience. Some people are visual and prefer hard-copy brochures, while others prefer digital and PowerPoint presentations. Still others prefer web-based interactive formats. As the enclosed examples demonstrate, we are committed to promote the merits of the NCPA Services offering in the most effective manner possible.

Conduct Mass-mailings to all government agencies in our core states (TX, CO, OR, CA, LA, MO, FL, AL, GA, NC, NM, OK & TN)
Manage Subscription Bid Services to identify opportunities
Promotion at PRIMA & RIMS conferences
Hold "NCPA University" Webinars & Seminars within BBT/MSW sales force network
Meet regularly with NCPA Leadership to develop strategy
Targeted email campaign to Purchasing Directors and CFO's
Dinners & Hospitality Functions jointly with NCPA at various conferences and functions
Create "Open Items" tracking system to manage NCPA roll-out to prospective clients
Review Leader Feedback and Fine-Tune System
Expand Offering to all 50 States

Describe how you intend to introduce NCPA to your company.

With MSW as its principal retail sales subsidiary, BB&T Insurance Services (www.BBT.com NYSE:BBT) represents one of the largest insurance advisory firms in the United States. As disclosed in this proposal, our national sales force is substantial and reaches deep into many regions of the country. We will create a "NCPA University" conference and a quarterly webinar for our national sales force to explain and promote the merits of NCPA.

Utilizing the NCPA contract is a no-brainer for governmental entities. The Purchasing Managers, CFO's, and boards we serve are practically uniformly supportive of the NCPA Services. Our Texas and national sales forces are eager to include NCPA Services in our toolbox.





Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Claims Reporting

MSW is online with all major carriers, third-party administrators and other systems where our clients want us engaged. From these systems we can create reports, review development factors, analyze reserves and perform other risk management support services.

Interactive electronic services MSW provides and recommends includes:

System Name	System Function
SharePoint	On-line portal that facilitates storage and communication between NCPA members and MSW's service team.
CertExchange	On-line service to track and issue certificates of insurance by the MSW service team as well as employees as specified by NCPA members.
Client RMS	MSW developed claim interface which can be used to track, monitor and communicate claim activity between MSW and NCPA members.
Risk Management Information System	Depending on the need, we can customize certain RMIS functions and employ resources through any existing service provider relationships to supplement MSW's electronic service capabilities. In addition to customizing certain solutions we also can engage other service providers such as RiskMaster, STARS, SRS, Riskonnect, Shuman Consulting and others.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Below is the service center contact information which is available 24/7.

Contact	Phone
David Petersen	713-402-1490 Direct Line 713-213-9950 Cell dpetersen@mcgriff.com
Debra Taylor	713-273-2679 Direct Line 713-504-1537 Cell dtaylor@mcgriff.com
Joe Blasi	713-940-6565 Direct Line 713-213-9934 Cell jblasi@mcgriff.com

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

We share NCPA's commitment to reduce waste, promote energy conservation and to ensure efficient computing. To that end, as part of the BB&T family of companies, we engage in many contemporary measures to minimize unnecessary paper output/storage as well as working with our strategic business partners in scaling down the number of electronic devices we use across our enterprise. Where appropriate, we have converted to secure, digital file management and MSW encourages our leadership teams to adopt local practices which promote our culture of



continuous operations efficiency. Employees are trained and tested on safe, secure information handling and device disposal practices and in conforming with applicable local, state and federal regulations.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service



Texas Department of Insurance Licensing Division, MC 107-1A 333 Guadalupe • P. O. Box 149104 Austin, Texas 78714-9104 512-322-3503 telephone www.tdi.texas.gov

General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts. General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 TOWN AND COUNTRY BLVD STE 500 HOUSTON TX 77024

Texas Department of Insurance MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

License No: 6816

NPN:

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Qualified for General Lines Agency Life, Accident, Health & HMO Property and Casualty

Effective Date

09-06-1996 07-31-2014 09-06-1996 **Expiration Date**

09-06-2016





Signature Required on Wallet License.

Texas Department of Insurance License No: 6816 NPN:

MCGRIFF SEIBELS & WILLIAMS OF TEXAS, INC. 818 TOWN AND COUNTRY BLVD STE 500

Cut along Exterior Fold in the middle.

HOUSTON TX 77024

Signature of Licensee

Texas Department of Insurance

MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. License No: 6816

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in BE IT KNOWN, the above the State of Texas as a

Licensed as/Qualified for General Lines Agency Life, Accident, Health & HMO Property and Casualty











Texas Department of Insurance

Licensing Division, MC 107-1A 333 Guadalupe • P. O. Box 149104 Austin, Texas 78714-9104 512-322-3503 telephone www.tdi.texas.gov

General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts. General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

JOSEPH R BLASI 602 FLINTDALE RD HOUSTON TX 77024-5108

Texas Department of Insurance JOSEPH R BLASI

License No: 1039761

NPN: 1258636

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Effective Date	Expiration Date	
03-18-1998	03-06-2016	

General Lines Agent Licensed as Qualified for Property and Casualty 03-18-1998

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance License No: 1039761

NPN: 1258636

Texas Department of Insurance

JOSEPH R BLASI

License No: 1039761 NPN: 1258636

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for General Lines Agent Property and Casualty

Effective Date 03-18-1998 03-18-1998

Expiration Date 03-06-2016

Signature of Licensee

JOSEPH R BLASI

602 FLINTDALE RD HOUSTON TX 77024-5108











Texas Department of Insurance Licensing Division, MC 107-1A 333 Guadalupe • P. O. Box 149104 Austin, Texas 78714-9104 512-322-3503 telephone www.tdi.texas.gov

General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054. including variable contracts. General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

MARISE MAGDY SAWERIS 49 BRIAR HOLLOW LANE NO 701 HOUSTON TX 77027

Texas Department of Insurance MARISE MAGDY SAWERIS

License No: 1486895

NPN: 10262795

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Effective Date

Expiration Date

Licensed as General Lines Agent

02-05-2008

Qualified for Property and Casualty

02-05-2008

02-05-2016



Signature Required on Wallet License.

Texas Department of Insurance License No: 1486895 NPN: 10262795

Texas Department of Insurance MARISE MAGDY SAWERIS

MARISE MAGDY SAWERIS 49 BRIAR HOLLOW LANE NO 701

License No: 1486895 NPN: 10262795
BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in

HOUSTON TX 77027

Licensed as/Qualified for General Lines Agent Property and Casualty

the State of Texas as a

Effective Date 02-05-2008

Cut along Exterior Line and Fold in the middle.

Signature of Licensee









Texas Department of Insurance

Licensing Division, MC 107-1A 333 Guadalupe • P. O. Box 149104 Austin, Texas 78714-9104 512-322-3503 telephone www.tdi.texas.gov General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts.

General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

OLGA LYDIA SAENZ MCGRIFF SEIBELS AND WILLIAMS INC 818 TOWN AND COUNTRY BLVD STE 500 HOUSTON TX 77024-4549

Texas Department of Insurance OLGA LYDIA SAENZ

License No: 1208188

NPN: 7534267

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Effective Date

Expiration Date

Licensed as

General Lines Agent

Lines Agent

12-18-2002

12-18-2016

Qualified for Property and Casualty 12-18-2002

THE

J. Elijio Salas, Director Agent and Adjuster Ucensing

Signature Required on Wallet License,

Cut along Exterior Line and Fold in the

middle.

Texas Department of Insurance

License No: 1208188 NPN: 7534267

OLGA LYDIA SAENZ MCGRIFF SEIBELS AND WILLIAMS INC 818 TOWN AND COUNTRY BLVD STE 500 HOUSTON TX 77024-4549

Signature of Licensee

Texas Department of Insurance

OLGA LYDIA SAENZ

License No: 1208188 NPN: 7534267

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for General Lines Agent Property and Casualty Effective Date 12-18-2002 12-18-2002 Expiration Date 12-18-2016

A Coffee Door









Texas Department of '-surance Licensing Division, MC 10: 333 Guadalupe • P. O. Box 149104 Austin, Texas 78714-9104 512-322-3503 telephone www.tdi.texas.gov

General Lines H & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts. General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

SANDRA MENCHACA SIMS 818 TOWN AND COUNTRY BLVD STE 500 HOUSTON TX 77024-4549

Texas Department of Insurance SANDRA MENCHACA SIMS

License No: 1391444

NPN: 5828966

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Effective Date

Expiration Date

Licensed as Qualified for Property and Casualty

General Lines Agent

06-05-2006

06-05-2006

06-05-2016

Texas Department of Insurance

NPN: 5828966



Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

SANDRA MENCHACA SIMS 818 TOWN AND COUNTRY BLVD STE 500 HOUSTON TX 77024-4549

License No: 1391444

Signature of Licensee

Texas Department of Insurance

SANDRA MENCHACA SIMS

License No: 1391444 NPN: 5828966

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for General Lines Agent Property and Casualty

Effective Date 06-05-2006 06-05-2006

Expiration Date







Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Each service proposed is to be priced separately. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

The following is a list of suggested (but not limited to) deliverables:

- Provide outsourced Risk Management solutions, understanding that final decisions on design and implementation rest with the member entity.
- Provide counsel, advice and recommendations for a Property/Liability/Casualty/Workers Compensation
 Insurance program to accomplish the aims of the member entity. Make any required presentations on policy and coverage issues.
- Provide Insurance Coverage Review Services to include insurance policy analysis, claims reporting process and loss prevention program summary.
- Correspond with member entity to gather underwriting information and review results of initial program.
- Design "Request for Proposal" specifications for various Property/Liability/Casualty/Workers Compensation Insurance coverage lines. Write RFP cover letters describing the specific needs of the member entity to the insurance marketplace.
- Draft the RFP specifications to assist member entity with release of the specifications to prospective insurance carriers and pool vendors. Assist in the negotiation of the coverage terms and services.
- Conduct insurance marketing analysis and perform a comparative review of existing insurance programs versus available alternatives.
- Prepare a report for the member entity with a detailed evaluation of the response from each vendor carrier or pool from which proposals were sought. Make presentations to the Administration and/or Governing Board/Body as required.
- Act as the member representative to all outside Insurance vendors, collecting information and making periodic presentations of their offerings.
- Develop a Safety Program comprised of representatives from within the member entity. Develop a formal "Safety Manual" to include safety training, Haz---Com, and disaster management procedures. Conduct quarterly Safety Meetings directed toward "loss---prone" departments.
- Owner Controlled Insurance Program and Builders Risk Insurance Administration Services.
- Work with member entity to implement a Light Duty/Return to Work program. Assist with the development of formal procedures, and dissemination of these procedures to appropriate personnel.





Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that
is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and
all NCPA participating entities.

Additional Services

Place Insurance Coverage Upon Request
Conduct RFP Process
Marketing and Negotiation
Loss Control and Safety Consulting
Contract and Risk Allocation Assistance
Insurance Committee Participation
Employee Communication
Competitive Bidding Compliance
Claim Management Assistance
Administration Assistance





VALUE ADDED SERVICES

Legal Resource Support

- General research and analysis of emerging legal trends
- Monitoring coverage litigation and court filings of your carrier partners
- Drafting manuscript policy forms and endorsements
- Client Education White papers, seminars, and webinars
- Complex Claims Advocacy -Facilitating settlement negotiations and claims

Risk Control Services

- Workers and workplaces
 - Safety management/program evaluation and administration
 - Safety training and orientation program consultations
- Fleet and driver program reviews
- Property risk control services
- Business continuity planning

CLAIM RESERVING

RISK PROFILE

THE LIFE OF A CLAIM

DIAGNOSTIC ANALYSIS CLAIM SEILEMENT

Actuarial Consulting

- Risk Retention Analysis
- RCLARAI ANALYSIS **Estimates of Retained Liabilities**
- **Cost Allocation Systems**
- **Diagnostics Analyses**
- **Customized Modeling**
- Alternative Risks
- **Enterprise Risk Management**

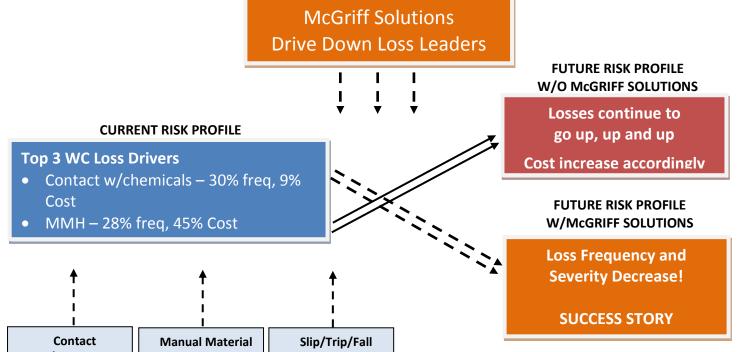
Claims Management

- Claims reporting and monitoring
- Claims advocacy
- Carrier and third party administrator claim reviews
- Claim audits
- Outsourced claim management services





Risk Control – Success Story ... We can do this for you, too!



w/Chemicals **Controls:**

- Further analyze loss data for root causes
- Review/evaluate PPE program
- **Policy** Enforcement
- Accountability
- **Awareness** reminders via Best Management Practice Posters, Dailey pre-shift meeting tips

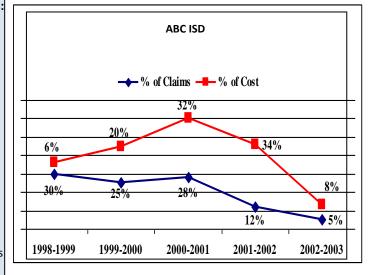
Associate Training

Handling Controls:

- Conduct ergonomic workstation analysis
- Safety audits of selected departments
- Training on safe lifting zones, storage of goods, use and maintenance of material handling equipment
- **Awareness** reminders
- Accountability

Prevention Controls:

- Evaluate floor cleaning processes
- Conduct coefficient of friction baseline floor studies
- Proper selection and use of slip resistant mats
- Highlight changes in elevation
- Housekeeping
- Lighting evaluations and recommendations
- Enhance inspections and claim reporting







ADDITIONAL INFORMATION

MSW is committed to helping you avoid costly claims through state of the art loss control programs, and have a myriad of services available. We can assist with designing, implementing or enhancing a customized safety and loss control program that significantly reduces the frequency and severity of injury. Our professionals will help you assess the effectiveness of your existing programs and procedures, and provide specific recommendations for improvements. We work with your staff to help them recognize problems and develop solutions before a loss occurs. By becoming involved in these programs, our goal is to provide the groundwork necessary for prevention.

Our approach to risk control service focuses on the specific needs of our client's organization. By listening to you and learning about your operations, we can design and implement a customized safety and loss prevention program that will significantly reduce the frequency and severity of injuries. We begin by determining what is currently working well for you, and identify issues your management team feels are important for long-term sustainable objectives. Our Construction Industry specific experience provides us with the ability to bring new safety management ideas to your team. We also act as the coordinator of all insurance carrier loss prevention and/or control services and unbundled vendor contracts to assure promised services are delivered.

Highlights of McGriff's Loss Control Services:

- Safety programs; training modules & manuals
- Analyses of losses by:
 - Job site
 - Accident
 - Type of injury
 - Exposure
- Monitoring for compliance w/procedures & insurer requirements
- Documenting loss situations to facilitate claims process
- □ 24/7 availability

MSW strongly believes that safety engineering and claims management should not be viewed as separate functions. Analysis of claims data can provide a roadmap for concentrating loss control efforts that will derive the greatest results.

Our team of loss control professionals averages over 21 years of experience in safety and loss prevention, workers compensation, liability and property protection in a broad range of industries, including:

- Governmental entities
- Energy production and transmission
- Petrochemical production
- Manufacturing
- Retail
- Construction
- Healthcare including JCAHO standards
- Transportation





Public Entity Loss Control Services

Some specific loss control services that may interest NCPA members include:

- Construction Risk Management Services
- School District OCIP Programs
- Property Loss/Risk Control
- Coordination with Insurers
- Transportation Risk Services
- Rapid Response for Loss Situations
- Safety Training
- Additional Services
- On-Site Services
- Emergency Response/Disaster Management
- Claims Analysis

We have provided more detailed descriptions of these services in the paragraphs below.

Key services we provide for OCIP projects include:

- □ A Feasibility Study to determine the macro-economics of the project
- Contract language that communicates
 OCIP program to subcontractors
- Marketing to construction insurance underwriters
- Developing on-site safety and claims programs to reduce Cost of Risk;
- Integrating emergency practices and disaster recovery procedures;
- Assimilating Best Practices for project management;
- Managing the project(s) via our OCIP team and accessible via the MS Wrap OCIP management system
- Project close-out with final balance sheet results presentation

Construction Risk Management Services

MSW is a leader in Construction Risk Management Services for public entities. We can provide the following related services to support your upcoming construction projects:

- Verification of Contractors Insurance: Workers Compensation/ General Liability/Auto Liability/Employers Liability
- Establishment of a Master Builders Risk Insurance Program
- Construction Safety Program
 - OSHA Compliance Audits
 - Smart Kids Play it Safe (School Construction Safety Awareness Program)
 - Community Preparedness/Response
 - Crisis Management/Response Program
- Surety Bond Review/Contractor Assistance Program
- Contractor & A/E Service Agreement Review
- Design Professional Excess Liability/Umbrella Coverage
- Contractor & A/E Service Agreement Review

School District OCIP Programs

MSW has developed and administered Owner Controlled Insurance Programs (OCIPs) for many public school districts. This includes creating insurance RFP's, soliciting insurance proposals, reviewing options with the client, writing procedure manuals, developing insurance related language for request for proposal documents, meeting with contractors to describe the insurance program, issuance of certificates of insurance or insurance policies, and supporting the implementation and operation of the contractor safety program.

An OCIP program typically includes coverage for Builder's Risk, Worker's Compensation, General Liability Insurance and Umbrella Excess Liability Insurance, Pollution Liability and Professional Liability. MSW may also arrange offers for additional excess liability coverage.





As part of our commitment to Owner Controlled Insurance Programs, MSW has developed and implemented an OCIP management software program that is exclusive to our company. The software we use for our Owner Controlled Projects, was created in partnership with our OCIP Coordinators and our outstanding computer programming team. The software streamlines the contractor enrollment process and supports a real-time database to track contractor and subcontractor progress throughout their contract and construction term. At any point, the OCIP team can pull specific information as requested, formatted to meet the owner's needs. Having the creators of this software available as consultants for the day-to-day OCIP team allows us to identify ways to broaden the software capabilities to meet the changing requirements of project owners and the industry in general.

Property Loss/Risk Control

MSW can assist in providing property assessments to determine if proper measures have been taken to prevent injuries to visitors as well as employees. We concentrate on identifying unsafe conditions or deficiencies in buildings and structures related to current codes and standards.

Review and advice on carrier loss control recommendations is included in our standard broker services. However, extensive loss control projects are not contemplated in our fee, and we typically negotiate a separate fee for those services.

Property Loss Control Services

- Property Loss Control Surveys MSW can research your specific property loss control needs, and provide an evaluation and analysis in order to make recommendations to help control NCPA members' source of risk, loss and/or costs.
- Fire Protection Systems Review Review existing system including a hydraulic analysis of sprinkler systems
- Review of Fire Protection Inspection & Testing Program Review program for compliance with national Fire Protection Association (NFPA 25), Inspection, Testing and Maintenance of Water-Based Fire Protection Systems.

Other Additional Services

- Boiler and machinery inspections on behalf of underwriters at their request
- Pro-active location inspections to facilitate the submission and marketing process
- Independent project visits where special problems have developed
- Periodical evaluation of sites
- Document loss situations to facilitate claims process
- Provide accident investigation assistance
- Other special loss control projects on an as-needed basis
- Property conservation program management
- Fire protection system design, maintenance and inspection consultation
- Building replacement cost evaluations
- New construction and/or renovation plan review
- Property/HPR inspections
- Probable Maximum Loss (PML) studies

McGriff's Loss Control Services Include:

- Property Loss Control Surveys
- Fire Protection Systems
 Review
- Review of Fire Protection Inspection & Testing Program
- Boiler & Machinery Inspections
- On-site Inspections





Carrier recommendation prioritization & cost benefit analysis

Coordination With Insurers

Our risk control staff routinely negotiates property underwriting requirements. MSW is well versed in both property and casualty guidelines due to our diverse experience and expertise. The loss control staff at MSW works well with carriers in both ensuring protection of our properties and maintaining a clear underwriting relationship. Our staff provides the following when working with property carrier partners:

- Recommendations developed in writing and distributed to our staff in addition to your risk management department.
- Quarterly meetings with the carrier loss control staff to ensure programs and protocols are being properly administered by both property and casualty staff.
- Review and discussion of property recommendations, often requesting the property risk control professional provide two
 or three feasible cost-effective alternatives to help ensure compliance.
- Provide an annual list of recommendations (as part of the stewardship process) to ensure underwriters clearly understand the steps taken, either reactively or proactively, are properly considered when pricing your program.
- A clear understanding of the carrier requirements coupled with those requirements on behalf of NCPA members that must be considered as part of the risk control service agreement.
- Review and respond in a prompt fashion to issues uncovered by the carrier risk control staff to aid in client considerations.
- Act as the liaison between carrier and NCPA members for all issues resulting in property protection suggested changes or carrier requirements.

Transportation Risk Services

We recognize that loss control services related to your transportation operations are essential. We can assist with the following transportation loss control/safety services:

Fleet Safety

- Fleet safety program evaluation
- Fleet safety program development
- Loss analysis and accident trending
- DOT regulation updates and driver file audits
- Fleet safety incentive/award programs
- Non-owned driver exposure evaluation
- Driver performance review and rating system
- Vehicle inspections
- Accident reporting
- Drug & alcohol testing
- Driver observation programs

OSHA Compliance

- Work place safety
- Personal protective equipment





- Hazard communication
- Lock out/tag out
- Slips and falls
- Record keeping
- House keeping

EPA Compliance

- Toxic substances
- Emergency planning
- Oil Pollution Act of 1990
- Clean Water Act
- Clean Air Act

Driver Training

- New hire for large vehicles
- New hire for small vehicles
- Incidental drivers
- Driver Trainers
- Recurrent training
- Remedial training

Other Services

- Respiratory protection
- Hazard communication

Rapid Response for Loss Situations

MSW's loss control professionals are available on a 24/7 basis, and can respond immediately in the event of a significant loss. We normally arrive before the adjuster, and begin taking pictures and gathering information immediately to assist with prompt claim processing. This quick response assists you and your insurer with defining requirements to bring the loss to a rapid and satisfactory conclusion.

Safety Training

Please note that internet-based safety training is now available from several vendors. This type of training is especially useful for large companies with a geographically diverse employee population. Internet based training can efficiently reach a large number of employees, and provide a complete curriculum including all required OSHA training. This type of training can be very effective and allows for accurate record keeping of your training efforts. If you are considering this type of program, MSW will be happy to discuss the various vendors with you along with implementation considerations.

One excellent vendor for on-line training is a company called Clicksafety, located in Walnut Creek, California. We have worked with this vendor to successfully design and implement project specific training that is made available to subcontractors in an online environment. Subcontractors complete the training during optional timeframes, such as:

- Their own "down time";
- Designated training periods at the project; or





Subcontractor local offices.

Subcontractors can then start work immediately, with full knowledge of the project requirements. Clicksafety maintains all documentation and training records.

Other safety training initiatives that MSW may assist with include:

- Auditing safety programs to evaluate effectiveness
- Assisting management in identifying deficiencies and prioritizing improvements
- Monitoring compliance with written procedures, identify compliance problems, and initiate corrective action
- Assisting in the development of specific safety programs, training modules and manuals
- Preparing and conducting instructional seminars and training as needed for management, supervisors and employees
- Providing practical recommendations for enhancements
- Hazard recognition and response training
- Reviewing inspections and corrective recommendations
- Providing a single point/contact for personnel to obtain guidance on loss control questions
- Accident investigation training

Additional Services

Additional services available include the following:

On Site Services

- Independent project visits where special problems have developed
- Periodical evaluation of sites
- Document loss situations to facilitate claims process
- Provide accident investigation assistance
- Provide Management Training Seminars on how safety performance directly affects the profit and loss statement.
- Provide employee safety training at the office or on the job site.

■ Emergency Response/Disaster Management

- Research your facility's response capabilities and limitations and review any plans currently in place
- Assist with development of a sensible plan that fits your needs
- Provide Crisis Management training to managers and supervisors
- Conduct Disaster Response training for managers and employees

□ Claims Analysis

- Provide analysis of losses by job site, accident, type of injury and exposure
- Follow up on claims activity and open files
- Periodically review loss reports





Tab 9 - Required Documents

Clean Air and Water Act / Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant of the lean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular -102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	McGriff, Seibels & Williams, Inc.	
Print Name	Joseph R. Blasi, ARM, CPCU	
Address	818 Town & Country Blvd., Ste. 500	
City, Sate, Zip	Houston, Texas 77024	
Authorized signature	Joseph D.	
Date	September 9, 2015	





Contractors Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature		and 16.
Date	September 9, 2015	/ /





Antitrust Certification Statements

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	McGriff, Seibels & Williams, Inc.
Address	818 Town & Country Blvd., Ste. 500
City/State/Zip	Houston, Texas 77024
Telephone No.	(713) 402-1451
Fax No.	(713) 877-8974
Email address	jblasi@mcgriff.com
Printed name	Joseph R. Blasi, ARM, CPCU
Position ith company	Executive Vice President
Authorized signature	Joseph D.





ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
- Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving
 and that new requirements for Recovery Act compliance may still be forthcoming from federal government.
 Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply
 with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve





transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity:
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source:
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation.

 Standard data elements and federal instructions for use in complying with reporting requirements under Section





1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.





FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA
 reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for
 Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.





Required Clauses for Federal Assistance by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective





employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).





- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.





Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.





State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.		54	CITY OF MOSIER
	Cities, Towns, Villages and Boroughs in Oregon	55	CITY OF NEWBERG
1	CEDAR MILL COMMUNITY LIBRARY	56	CITY OF NORTH PLAINS
2	CITY COUNTY INSURANCE SERVICES	57	CITY OF OREGON CITY
3	CITY OF ADAIR VILLAGE	58	CITY OF PHOENIX
4	CITY OF ALBANY	59	CITY OF PILOT ROCK
5	CITY OF ASHLAND	60	CITY OF PORT ORFORD
6	CITY OF ASTORIA OREGON	61	CITY OF PORTLAND
7	CITY OF AUMSVILLE	62	CITY OF POWERS
8	CITY OF AURORA	63	CITY OF REDMOND
9	CITY OF BEAVERTON	64	CITY OF REEDSPORT
10	CITY OF BOARDMAN	65	CITY OF RIDDLE
11	CITY OF BURNS	66	CITY OF SALEM
12	CITY OF CANBY	67	CITY OF SANDY
13	CITY OF CANNON BEACH OR	68	CITY OF SANDY
14	CITY OF CANYONVILLE	69	CITY OF SCAPPOOSE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	70	CITY OF SEASIDE
16	CITY OF CLATSKANIE	71	CITY OF SHADY COVE
17	CITY OF COBURG	72	CITY OF SHERWOOD
18	CITY OF CONDON	73	CITY OF SPRINGFIELD
19	CITY OF CONSON	74	CITY OF ST. PAUL
20	CITY OF COOS BAY	75	CITY OF STAYTON
21	CITY OF CORVALES	76	CITY OF TIGARD, OREGON
22	CITY OF COTTAGE GROVE	77	CITY OF TUALATIN, OREGON
23	CITY OF CRESWELL	78	CITY OF WARRENTON
24	CITY OF DAMASCUS	79	CITY OF WEST LINN/PARKS
25	CITY OF DAMASCOS	80	CITY OF WILSONVILLE
26	CITY OF EAGLE POINT	81	CITY OF WINSTON
27	CITY OF ECHO	82	CITY OF WOOD VILLAGE
28	CITY OF ESTACADA	83	CITY OF WOODBURN
29	CITY OF EUGENE	84	CITY OF YACHATS
30	CITY OF FAIRVIEW	85	FLORENCE AREA CHAMBER OF COMMERCE
31	CITY OF FALLS CITY	86	GASTON RURAL FIRE DEPARTMENT
32	CITY OF GATES	87	GLADSTONE POLICE DEPARTMENT
33	CITY OF GEARHART	88	HOUSING AUTHORITY OF THE CITY OF SALEM
34	CITY OF GERVAIS	89	KEIZER POLICE DEPARTMENT
35	CITY OF GOLD HILL	90	LEAGUE OF OREGON CITIES
36	CITY OF GRANTS PASS	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
37	CITY OF GRESHAM	92	METRO
38	CITY OF HAPPY VALLEY	93	MONMOUTH - INDEPENDENCE NETWORK
39	CITY OF HILLSBORO	94	PORTLAND DEVELOPMENT COMMISSION
40	CITY OF HOOD RIVER	95	RAINIER POLICE DEPARTMENT
41	CITY OF JOHN DAY	96	RIVERGROVE WATER DISTRICT
42	CITY OF KLAMATH FALLS	97	SUNSET EMPIRE PARK AND RECREATION
43	CITY OF LA GRANDE	98	THE NEWPORT PARK AND RECREATION CENTER
44	CITY OF LAKE OSWEGO	99	TILLAMOOK PEOPLES UTILITY DISTRICT
45	CITY OF LAKESIDE	100	TUALATIN VALLEY FIRE & RESCUE
46	CITY OF LEBANON	101	WEST VALLEY HOUSING AUTHORITY
47	CITY OF MALIN	No.	Counties and Parishes
48	CITY OF MCMINNVILLE	1	ASSOCIATION OF OREGON COUNTIES
49	CITY OF MEDFORD	2	BENTON COUNTY
50	CITY OF MILL CITY	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
51	CITY OF MILLERSBURG	4	CLATSOP COUNTY
52	CITY OF MILWAUKIE	5	COLUMBIA COUNTY, OREGON
53	CITY OF MORO	6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT





8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT 3-1
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
20	KLAMATH COUNTY VETERANS SERVICE OFFICE LAKE COUNTY	14 15	CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY, SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27 28	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY WALLOWA COUNTY	29	DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
No	Higher Education	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41 42	GLIDE SCHOOL DISTRICT NO.12 GRANTS PASS SCHOOL DISTRICT 7
6	COLUMBIA GORGE COMMUNITY COLLEGE	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
7	GEORGE FOX UNIVERSITY	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST, NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53 54	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54 55	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	56	LA GRANDE SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J
20	PACIFIC UNIVERSITY	57	LANE COUNTY SCHOOL DISTRICT 4J
21	PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT, NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68 69	MOLALLA RIVER ACADEMY MOLALLA RIVER SCHOOL DISTRICT NO.35
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	70	MONROE SCHOOL DISTRICT NO.13
5	UNIVERSITY OF HAWAII AT MANOA	71	MORROW COUNTY SCHOOL DISTRICT
	Marcon Co. A.		
No		72	MT. ANGEL SCHOOL DISTRICT NO.91
	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL BAKER COUNTY SCHOOL DIST. 161 - MALHEUR ESD	72 73	MT. ANGEL SCHOOL DISTRICT NO.91 MT.SCOTT LEARNING CENTERS





75 76	MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE POINT SCHOOL DISTRICT NO.41	16 17	BONNEVILLE ENVIRONMENTAL FOUNDATION BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99 100	ROSEBURG PUBLIC SCHOOLS	40 41	COMMUNITY HEALTH CENTER, INC
101	SALEM-KEIZER PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J	42	COMMUNITY VETERINARY CENTER CONFEDERATED TRIBES OF GRAND RONDE
101	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69 70	FANCONI ANEMIA RESEARCH FUND INC.
9	MARYKNOLL SCHOOL BACIFIC BUDDINIST ACADEMY	71	FARMWORKER HOUISNG DEV CORP
	PACIFIC BUDDHIST ACADEMY	72	FIRST CHURCH OF THE NAZARENE FIRST UNITARIAN CHURCH
No.	Nonprofit & Other	73	FORD FAMILY FOUNDATION
1	211INFO	74	FOUNDATIONS FOR A BETTER OREGON
2	ACUMENTRA HEALTH	75	FRIENDS OF THE CHILDREN
3	ADDICTIONS RECOVERY CENTER, INC	76	GATEWAY TO COLLEGE NATIONAL NETWORK
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	77	GOAL ONE COALITION
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	78	GOLD BEACH POLICE DEPARTMENT
6	ALZHEIMERS NETWORK OF OREGON	79	GOOD SHEPHERD COMMUNITIES
7	ASHLAND COMMUNITY HOSPITAL ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
8	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
		86	HELP NOW! ADVOCACY CENTER
14	BLACHLY LANE ELECTRIC COOPERATIVE		the contract of the contract o
14 15	BLACHLY LANE ELECTRIC COOPERATIVE BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN





88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97 98	JASPER MOUNTAIN	169 170	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
99	JUNIOR ACHIEVEMENT KLAMATH HOUSING AUTHORITY	171	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC. REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC.	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW HORE COMMUNITY CHURCH	196	SISKIYOU INITIATIVE
125 126	NEW HOPE COMMUNITY CHURCH NEWBERG FRIENDS CHURCH	197 198	SMART SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON,
150	OUTSIDE IN	222	INC.
151	OUTSIDE IN	222	THE DESCON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION THE SALVATION ARMY - CASCADE DIVISION
153 154	PACIFIC FISHERY MANAGEMENT COUNCIL	224	
	PACIFIC INSTITUTES FOR RESEARCH PACIFIC STATES MARINE FISHERIES COMMISSION	225 226	TILLAMOOK CNTY WOMENS CRISIS CENTER TILLAMOOK ESTUARIES PARTNERSHIP
		220	HERMINGON ESTOCKHES FAMILIERSHIP
155		227	TOUCHSTONE PARENT ORGANIZATION
155 156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION TRAILS CLUB.
155		227 228 229	TOUCHSTONE PARENT ORGANIZATION TRAILS CLUB TRAINING EMPLOYMENT CONSORTIUM





231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRCT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC,	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	
3		34	REGIONAL AUTOMATED INFORMATION NETWORK RIVERGROVE WATER DISTRICT
	AMERICAN LUNG ASSOCIATION		
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHING BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRIC
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	No.	State Agencies
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT OF THANSFORTATION OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	-	
29	POLYNESIAN CULTURAL CENTER	10	OREGON LOTTERY
30	PUNAHOU SCHOOL	11	OREGON OFFICE OF ENERGY
31	ST. THERESA CHURCH	12	OREGON STATE BOARD OF NURSING
32	WAIANAE COMMUNITY OUTREACH	13	OREGON STATE POLICE
	WAILUKU FEDERAL CREDIT UNION	14	OREGON TOURISM COMMISSION
33		15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
No.	Special/Independent Districts	17	SEIU LOCAL 503, OPEU
	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
1	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
	CENTRAL OREGON INTERGOVERNIMENTAL COUNCIL	2	HAWAII HEALTH SYSTEMS CORPORATION
1	CENTRAL OREGON INTERGOVERNIMENTAL COUNCIL	3	THE TENED TO SELECT STATE OF THE SELECT STATE
1 2		4	SOH-JUDICIARY CONTRACTS AND PURCH
1 2 3	CENTRAL OREGON IRRIGATION DISTRICT		
1 2 3 4	CENTRAL OREGON IRRIGATION DISTRICT CHEHALEM PARK AND RECREATION DISTRICT	4	SOH-JUDICIARY CONTRACTS AND PURCH
1 2 3 4 5	CENTRAL OREGON IRRIGATION DISTRICT CHEHALEM PARK AND RECREATION DISTRICT CITY COUNTY INSURANCE SERVICES	4 5	SOH-JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE





Resumes

Exe	Joseph R. Blasi, CPCU, ARM cutive Vice President / Account Manager, Commo	ercial Division
Yrs. Experience:	22	
Yrs. With MSW:	18	
Education:	BBA, Finance, University of St. Thomas (S CNA Technical Insurance School	Summa Cum Laude)
Licenses/Certifications:	Associate in Risk Management (Insurance Chartered Property & Casualty Underwrite Licensed Risk Manager (Texas Departmer	r (American Institute for CPCU)
Areas of Expertise:	 □ Government & Public Entities □ Educational Institutions □ Catastrophic Property Insurance Place □ Alternative Risk Financing Programs, □ Retrospective Rating Programs □ All Lines Basket Aggregate Programs □ Collateralized Deductible Programs □ Captives (Heterogeneous And Homog □ Professional Liability Exposures □ Third Party Claims Administration Professional Insurance Programs □ Risk Sharing Pools □ Owner Controlled Insurance Programs 	Including: genous Groups) grams
Specific Client Experience:	City of Tyler Webb County City of Port Arthur Houston Community College System Houston Public School School Board Harris County (Texas) Houston Baptist University Region IV Education Service Center Port of Houston Authority	Harris County Dept. of Education East Texas Baptist College City of League City (Texas) Pasadena School Board Fort Bend School District Clear Creek School District San Antonio School District Beaumont School District Cameron County
Unique Skill Sets:	 Considerable expertise with public second programs, funds and pools Expert knowledge of a variety of alternation Long-standing, senior level relationshing underwriters 	Ğ
Experience History:	McGriff, Seibels & Williams of Texas, In Executive Vice President/Account Manage	





	Marise Saweris		
	Vice President / Marketing Account Executive		
Yrs. Experience:	34		
Yrs. With MSW:	6		
Education:	University of Alexandria, Egypt, 1971 to 197	74	
Licenses/Certifications:	General Agents License		
Areas of Expertise:	 Design and Placement of commercial property insurance programs Risk Management of large schedule, complex property accounts Public entities, school districts Retail Risks Nursing Homes Hotels/Motels Manufacturing 		
Specific Client Experience:	Cypress-Fairbanks ISD Brown Reliant Stadium Texas	ific Drilling International, Inc. sville ISD City ISD Branch ISD	
Career Highlights/ Accomplishments:	 Broad and extensive background in Comanufacturing, retail, habitational and program Negotiated forced placed flood program Liberty Mutual 	oublic entity risks	
Experience History:	McGriff, Seibels & Williams of Texas, Inc Marketing Account Executive, Commercial I		
	Lexington Senior Production Underwriter	2006 - 2007	
	Liberty Mutual Property Production Underwriter	1990 - 2006	
	Travelers Insurance Senior Commercial Property Rater	1979 - 1990	





	Paul F. Bredthauer		
Se	nior Vice President/Senior Marketing Account Commercial Division	t Executive,	
Years Experience:	27		
Years With MSW:	18		
Education:	Bachelor of Science - Advertising, The Univ Austin, TX - 1986	versity of Texas at Austin	
Licenses/Certifications:	General Agent License, Texas Surplus Lines Agent License, Texas		
Areas of Expertise:	 Marketing and account servicing of large accounts including: Manufacturing Wholesale / Retail Construction Non-Marine Energy Large deductible/loss sensitive Casual Due Diligence/Coverage Reviews Management of mergers and acquisition 	ty programs	alty
Specific Client Experience:	Scientific Drilling International Denali, Inc. Texas Lobo Trucking Global Energy Services Puffer-Sweiven Mustang Gas Compression Complete Energy Services	Mission Pharmacal McGuyer Homebuilders Allen Harrison/AHC Construction Midway Companies Houston Baptist University Goose Creek ISD	ı
Other Client Experience:	T-3 Energy Services Complete Production Services Rockwater Energy Solutions	Varco International Tuboscope Independence Contract Drilling	
Career Highlights/Accomplishments:	 Marketing and servicing of broad client Performed due diligence/coverage rev Worked through "hard" market cycles to selective marketing. Maintain long-term relationships with some Began career and spent 4+ years as a wide variety of accounts. 	ews for clients in acquisition mode o minimize costs through competit enior underwriting management.	e. ive and
Experience History:	McGriff, Seibels & Williams of Texas, Inc. Senior Vice President/Marketing Account Executive, Commercial Division 2000 - Present 1995 - 1999		
	Aon Risk Services of Texas, Inc. Vice President – Natural Resources Group	1999	– 2000
	McGriff, Seibels & Williams of Texas, Inc Marketing Account Executive Commercia		- 1999
	The Anderson Company Senior Marketing Executive	1991	– 1995
	The Hartford Insurance Company Senior Underwriter	1987	– 1991





1.0	Katrice Dlabaj	
	e President/Marketing Account Executive, Cor	mmercial Division
Yrs. Experience:	30	
Yrs. With MSW:	7	
Education:	2 Years Undergraduate Studies	
Licenses/Certifications:	General Agent License, TX Surplus Lines License, TX Notary Public, TX	
Areas of Expertise:	 Intermediate and large commercia National accounts Workers Compensation, Auto//Ger Public Entity accounts Mergers/Acquisitions Due Diligend Accounting, forecasting, budgeting 	neral Liability, Property, Bonds
Specific Client Experience:	Galena Park ISD Alief ISD Northeast ISD Harris County Dept. of Education Boy Scouts of America	Lionel Trains Hall Houston Oil Company American Homestar Corporation Texas Rangers Baseball Team Overhead Door Corporation
Career Highlights/ Accomplishments::	and municipalities □ Long standing senior level relation	insurance company claims handling, wholesale
Experience History:	McGriff, Seibels & Williams of Texas Vice President/Marketing Account Executed President/Marketing Account Executed President	
	Summit Global Partners of Texas, Inc, (Formerly Ben A. Reid & Associates, Inc.) Account Manager	
	Jardine Insurance Services 1988 - 19 Controller, Office Manager, Account Manager	
	Frank B. Hall, Inc. Account Manager	1982 - 1988
	Trinity Universal Insurance Compan Claims Secretary	y 1978 - 1982





	David Pete				
v = -		, Commercial Division			
Yrs. Experience:	30				
Yrs. With MSW:	13				
Education:		F. Austin State University, 1985	5		
Licenses/Certifications:	Certified Risk Professional				
	Multi-lines Insurance Adjuste General Agent License, TX	Multi-lines Insurance Adjuster (17-08) General Agent License, TX			
Areas of Expertise:	 □ Workers Compensation □ Claims management for □ Auditing TPAs/carriers for □ TPA selection & claim and approximately 	 Management of large, complex risk transfer & loss sensitive programs Workers Compensation, Auto/General liability, and Property Claims management for all lines of insurance Auditing TPAs/carriers for performance and compliance TPA selection & claim advocacy-financial, energy, healthcare, public 			
Current Client Experience:	Complete Production	Oil States	Express Energy Services		
	Gulf Island Fabricators	Exterran	Tesco		
	Nabors	Tidewater	Cadent Energy		
	Port Freeport	Scientific drilling	Harris County		
Other Client Experience	Sterling Chemicals	McDermott	National Oilwell		
	Lyondell-Citgo	Pride	Stage Stores		
	Pioneer Chlor Alkali	Lyondell Petrochemical	BJ Services		
Career Highlights/	Varco □ Provided recommendat	Dynegy	Phillip Services uction in W/C losses over an 18		
Accomplishments:	claims and 2nd injury fu Provided a claims audit 1100 to 114 Worked w/contractor/TPA Provided a claims audit open claims, and reserv Worked with a state ins Reduction Reduction Increased	agement study that resulted in and claims of or a new acquisition, resulting animproved claim handling & lower for a transportation company we reduction of \$31MM or a function to improve finance of direct costs by \$4.1MM of open claims from 23,000 to of reserves by \$100MM over 3 profits 49%	that resulting in closing 75% of es, w/results of: 14,000 3 years		
Experience History:	McGriff, Seibels & Williams Senior Vice President, Comn	•	2001 - Present		
	Deloitte & Touche		1999 - 2001		
	Senior Manager, Enterprise I	Risk Services Group (ERS)			
	Willis 1997 - 1999				
		etary/Regional Director, Risk M	_		
	Alexander & Alexander of	*	1992 - 1997		
		Regional Claims Services Prac			
	Johnson & Higgins	sian Olaima Osmanili I	1989 - 1992		
	Assistant Vice President/Sen		1007 1000		
	United Gas Pipeline Compa		1987 - 1989		
	Corporate Claims Manager/F	<u> </u>	100= 100=		
	Allstate Insurance Compan Multi-Line Claims Adjuster	ny	1985 - 1987		





	Debra Tay Assistant Vice President/0		
Yrs. Experience:	9		
Yrs. With MSW:	9		
Education:	Associate Degree in Office Education	on	
Licenses/Certifications:	All Lines Adjuster Certified Insurance Service Representative Certified School Risk Manager		
Areas of Expertise:	 Claims Administration Document Reconciliation Claims Procedural Documentation Loss Runs Report Analysis 		
Specific Client Experience:	Nabors Industries Inc. Harris County Alief ISD Fort Bend ISD	Cherry Companies Port Arthur ISD Rio Hondo ISD Brownsville ISD	
Large Client Experience With Multi Locations & Exposures Worldwide:	 Extension of Risk Management Claims Supervise & monitor all worker's compensation claims Provide quarterly loss run reports, charts and participate in claim reviews 		
Career Highlights/ Accomplishments:	 Managed Accounts affected by Hurricane Ike Satisfactory resolution of catastrophic property claims 		
Experience History:	McGriff, Seibels & Williams of Texas, Inc. Commercial Claims Representative (Mar 2008 – Present) Loss Runs Analyst (Jan 2006 – Feb 2008)		2006 to Present





	Tom Bradt, ARM, Clo Vice President, Special Pro		
Yrs. Experience:	4	<u>-</u>	
Yrs. With MSW:	4		
Education:	B.B.A. Finance – University of Houston 2004		
Licenses/Certifications:	General Agent License, TX Associate in Risk Management (ARM) Certified Insurance Counselor (CIC) Pursuing CRM Designation		
Areas of Expertise:	 Loss data analysis for customized reports Risk retention analysis and program structure testing Auditing NCCI Experience Modifiers Evaluation and negotiation of legacy program adjustments Calculating and negotiating collateral requirements Cost of Risk assessments Developing customized analytical tools to meet specific needs 		
Current Client Experience:	Nabors Oil States International Expro Tidewater Gulf Island Fabrication Forum Energy Technologies Tetra Technologies	Stallion Oilfield Nine Energy Warren Equipment Orion Marine Group Superior Energy Services Devon Energy Primoris	
Other Client Experience	Exterran Holdings Babcock & Wilcox Highstar Waste	Rockwater Pride Tesco	
Career Highlights/ Accomplishments:	 Reduced Modifier Ratings through NCCI Worksheet audits. Negotiated over \$55MM in collateral reductions. Successful investigation and negotiation of legacy program adjustments, one of which resulted in the reversal of a \$3MM charge. Negotiated more favorable wording on client's deductible specifications Designed customized tools and exhibits to analyze loss sensitive programs. 		
Experience History:	McGriff, Seibels & Williams of T	Гехаs, Inc.	2010- Present

