

**Region 4 Education Service Center (ESC)**

**Contract # R191502**

*for*

Risk Preparedness  
and Claims Recovery Services

*with*

**McGriff, Seibels & Williams, Inc.**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and McGriff, Seibels & Williams, Inc., effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between McGriff, Seibels & Williams, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Risk Preparedness and Claims Recovery Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 19-15 for Risk Preparedness and Claims Recovery Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;



- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name McGriff, Seibels & Williams, Inc.  
Address 10100 Katy Freeway, Suite 400  
City/State/Zip Houston, Texas 77043  
Telephone No. (713) 877-8975  
Email Address jblasi@mcgriff.com  
Printed Name Joseph R. Blasi, ARM, CPCU  
Title Senior Executive Vice President

Authorized signature



**Accepted by Region 4 ESC:**

Contract No. B191502

Initial Contract Term May 1, 2020 to April 30, 2022



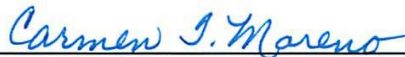
Region 4 ESC Authorized Board Member

Margaret S. Bass

Print Name

4/28/2020

Date



Region 4 ESC Authorized Board Member

Carmen T. Moreno

Print Name

4/28/2020

Date







# PROPOSAL

Company: McGriff, Seibels & Williams, Inc.

Address: 10100 Katy Freeway, Ste. 400

City, State, Zip: Houston, Texas 77043

Solicitation Name and Number: Risk Preparedness and Claims Recovery Services  
(3. Insurance Consulting Services) Number: 19-15

Due Date and Time: Wednesday, January 8, 2020, 2:00 PM Central Time



McGRIFF, SEIBELS & WILLIAMS, INC.

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# Contents

Tab 1 – Draft Contract and Offer and Contract Signature Form .....1

Tab 2 – Products/Pricing.....9

Tab 3 – Performance Capability.....15

Tab 4 – Qualification and Experience .....35

Tab 5 – Value Add.....43

Tab 6 – Additional Required Documents (Appendix C) .....45

ATTACHMENT A - APPENDIX D, EXHIBITS F. FEDERAL FUNDS CERTIFICATIONS, AND G. NEW JERSEY BUSINESS COMPLIANCE

ATTACHMENT B – RESUMES





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## Tab 1 Draft Contract and Offer and Contract Signature Form

### APPENDIX A

#### DRAFT CONTRACT

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between McGriff, Seibels & Williams, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Risk Preparedness and Claims Recovery Services ("the products and services").*

#### RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 19-15 for Risk Preparedness and Claims Recovery Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

6

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
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- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
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- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
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- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
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- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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## CONTRACT

8

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CONTRACT

9



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- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

CONTRACT

10

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.


- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONTRACT

11

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name McGriff, Seibels & Williams, Inc.  
Address 10100 Katy Freeway, Suite 400  
City/State/Zip Houston, Texas 77043  
Telephone No. (713) 877-8975  
Email Address jblasi@mcgriff.com  
Printed Name Joseph R. Blasi, ARM, CPCU  
Title Senior Executive Vice President  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

## Tab 2 Products/Pricing

i. Offeror shall indicate which services, as outlined under Product/Services Specification, that can be provided.

McGriff, Seibels & Williams is offering services for

3. Insurance consulting services, including:

- Consultation
- Insurance selection assistance and placement
- Claims and insurance policy audit services

ii. Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding. Services issued in response to an emergency or disaster recovery situation: may not include cost plus a percentage of cost as this form of contract; may include pricing based on time and materials but must also include a ceiling price that the contract exceeds at its own risk; are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the Special Conditions section of this solicitation.

*Agreed*

iii. Due to the scope, Offerors should provide specific details about the services and products offered in their proposal

MSW will provide the following deliverables to Omnia Partners, Public Sector:

- 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 and Casualty Insurance program design to accomplish
- 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 review.
- Design "Request for Proposal" specifications for various Property and Casualty Insurance coverage lines. Write "RFP" cover letters describing the specific need of the member entity to the insurance marketplace.
- Draft the RFP specifications and 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.
- Place insurance policies upon request.
- 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 Board 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.
- 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.

iv. For each service product, as well as any additional solutions that the Offeror can provide, Offeror shall provide pricing. Pricing:

a) Include a list of available personnel for each of the service offerings, include labor rates, hourly rates or price structure.

As a Risk Management Services provider, our greatest responsibility is to create a customized solution to each Public Entity client based on their unique culture and exposures. We must remain flexible and always put the client's needs first. One size does not fit all. We must be sensitive to political climates and budgetary constraints.

### School Districts / Municipalities-Counties-Other

#### **Insurance Policy Review:**

1-2 High School / 0-300 Employees:	\$3,500
3-4 High Schools / 300-600 Employees:	\$6,500
>4 High Schools / >600 Employees:	\$8,200

**Loss Control Services:** \$115 per hour

**Claims Consulting Services:** \$150 per hour or  
3.6% of Final Claim Settlement

#### **Enterprise Risk Management Evaluation:**

0-2 High School / 0-300 Employees:	\$6,500
3-4 High School / 300-600 Employees:	\$7,500
>4 High School / >600 Employees:	\$9,700

#### **RFP Preparation & Evaluation Services:**

0-2 High School / 0-300 Employees:	\$4,500
3-4 HS / 300-600 Employees:	\$6,500
>4 HS / >600 Employees:	\$8,700

#### **Employee Safety Program Manual:**

0-2 High School / 0-300 Employees:	\$2,500
3-4 High Schools / 300-600 Employees:	\$3,500
>4 High Schools / >600 Employees:	\$4,700

**Actuarial Evaluation Services:** \$180 per hour

**Insurance Policy Placement:** Not to exceed 8% of policy premium

#### **Master Construction Insurance/OCIP Administration Services:**

Total Hard Construction Costs \$50 Million to \$120 Million:	\$60,000 Annually
Total Hard Construction Costs \$121 Million to \$250 Million:	\$85,000 Annually
Total Hard Construction Costs \$251 Million to \$600 Million:	\$110,000 Annually
Total Hard Construction Costs >\$600 Million:	\$140,000 Annually

When creating a compensation formula for our clients, the following underwriting factors are considered:

- Coverage Lines and Insurance Policies
- Geographic Proximity
- Projected Growth Patterns

- Number of Employees & ADA
- Law Enforcement Presence
- Claims History
- Legal Climate
- Physical Plant Size
- Auto/Vehicle Schedule
- Internal Technology Capacity

We evaluate the fairness of our compensation formula with our clients on a regular basis to determine if adjustments should be made. We have never lost a Public Entity client due to a dispute over compensation.

v. Include an electronic copy of the product/service list from which discount, or fixed price, is calculated. Media submitted for price list must include the Offerors' Company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives). Electronic price lists must contain the following: (if applicable)

- Detailed Description
- Price Structure

*Please refer to response to Question iv on Page 10.*

vi. Describe any additional charges, ancillary fees, including travel costs.

*Please refer to response to Question iv on Page 10.*

vii. Provide details of and propose additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend, etc.

*Please refer to response to Question iv on Page 10.*

viii. Describe additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, growth, annual spend, guaranteed quantity, etc.

*Please refer to response to Question iv on Page 10.*

ix. Describe how customers verify they are receiving Contract pricing.

*Please refer to response to Question iv on Page 10.*

x. Describe payment methods offered.

*Please refer to response to Question iv on Page 10.*

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments.

*Please refer to response to Question iv on Page 10.*

xii. Describe how future service offerings will be priced and align with Contract pricing proposed.

*Please refer to response to Question iv on Page 10.*

xiii. Provide any additional information relevant to this section.

*Please refer to response to Question iv on Page 10.*

*Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.*

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## Tab 3 Performance Capability

### a) OMNIA Partners Documents

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

### 3.1 Company

#### A. Brief history and description of Supplier.

MSW was formed on August 4, 1982 when the firms of McGriff & Seibels, Inc. and Molton, Allen & Williams Insurance Corporation merged. Both of the original firms were founded in the late 1800s.

McGriff is part of the BB&T family of companies, creating one of the largest insurance operations in the world. According to Business Insurance Magazine, McGriff is the 5th largest in the world. McGriff has maintained its independence, customer focus and exceptional management team. However, with the backing of one the nation's largest financial holding companies and over \$4 Billion in revenue, McGriff has the platform and the resources to continue to grow and expand its operations nationally and globally.

#### B. Total number and location of sales persons employed by Supplier.

McGriff is a leader in the marketplace, servicing several School Districts and local governments. We have approximately 10,000 clients and have been providing services to public entities for over 30 years.

McGriff employs a full-time claims staff dedicated to facilitating claims for our clients. In addition, a claims consultant is assigned permanently to each client's account. We believe that our claims handling ability is a feature that sets McGriff apart from our competition.

Company	Number of Offices	Total Number of Employees
McGriff, Seibels & Williams / Truist	118	10,159



**C. Number and location of support centers (if applicable) and location of corporate office.**

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

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 Property	Marise Saweris	D: 713-273-2642 C: 713-857-5847	msaweris@mcgriff.com
Marketing Account Executive Workers' Compensation/OCIP	Sandy Simms	D: 713-940-6584 C: 281-221-0766	ssimms@mcgriff.com
Marketing Account Executive Casualty	Paul Bredthauer	D: 713-940-6527 C: 713-213-9938	pbredthauer@mcgriff.com
Marketing Account Executive Catastrophic Coverage	Olga Saenz	D: 713-402-1475	osaenz@mcgriff.com
Loss Control / Safety Services	Brooks Elliston	D: 713-273-2660	belliston@mcgriff.com
Special Projects / Analytics	Tom Bradt	D: 713-940-6563	tbradt@mcgriff.com

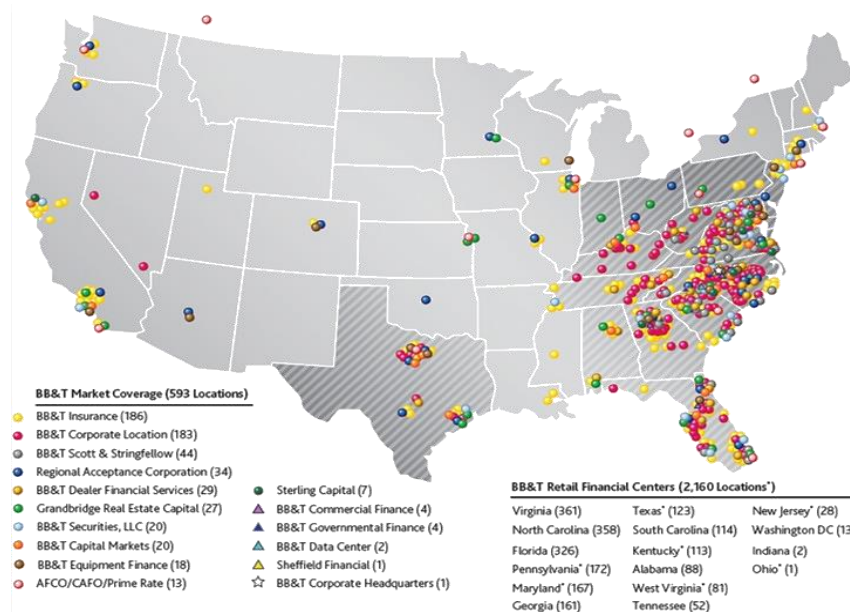
**Below is the service center contact information which is available 24/7.**

Claims Service Center			
Title	Name	Phone Number	Email
Claims Management	David Petersen	D: 713-402-1490 C: 713-213-9950	djpetersen@mcgriff.com

Claims Service Center			
Title	Name	Phone Number	Email
Claims Assistant	Debra Taylor	D: 713-273-2679 C: 832-345-8776	dtaylor@mcgriff.com

### McGriff, Seibels & Williams Corporate Office: - Birmingham, Alabama

#### Insurance Practice Locations



#### D. Annual sales for the three previous fiscal years.

2018 = \$2,016,267,000

2017 = \$1,918,256,000

2016 = 1,809,175,000

*BB&T Insurance Holdings (McGriff, Seibels & Williams)*

#### E. Submit FEIN and Dunn & Bradstreet report.

Tax ID – 20 0468966

Duns – 80-270-4882

#### F. Describe any green or environmental initiatives or policies.

We share your 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.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

*Not Applicable*

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

*Not Applicable*

I. Describe how supplier differentiates itself from its competitors.

We believe that we are uniquely qualified to provide the best overall value to Omnia Partners, for the following reasons:

- **Public Entity Experience:** We presently handle several school districts, local governments and college systems. We provide services for several local school districts, municipalities and public entities.
- **Carrier Relationships:** We maintain outstanding relationships with all insurance carriers who offer coverage programs for local school districts and local governments.
- **Resources:** We employ over 1,000 insurance professionals. Our team is always available to provide immediate response to pressing issues. We also maintain fully-staffed Claims Management, Loss Prevention, and Risk Analytics teams. Omnia Partners members will benefit from these local resources.
- **No Learning Curve:** Omnia Partners members possess very unique cultures and risk profiles. Having served Region 4 ESC for many years, we understand your culture, risk perils, and operations.
- 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.
- 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.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

McGriff, Seibels and Williams, Inc. and its subsidiaries may from time to time and in the course of normal business find itself involved in litigation, arbitration or regulatory proceedings. As a subsidiary of BB&T, a publicly traded company, information regarding matters of this nature and deemed to be pertinent will be disclosed within quarterly and annual regulatory filings.

K. **Felony Conviction Notice:** Indicate if the supplier

McGriff, Seibels & Williams is a publicly held corporation and this reporting requirement is not applicable;

**L. Describe any debarment or suspension actions taken against supplier**

McGriff, Seibels & Williams certifies that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**3.2 Distribution, Logistics**

**A. Describe the full line of products and services offered by supplier.**

We view our services in four quadrants of equal importance as summarized below.

**LOSS CONTROL**

MSW will assist with designing and implementing a customized safety and loss prevention plan that significantly reduces the frequency and severity of injuries.

**Risk Control Assistance and Training**

- On Site Services
- Emergency Response/Disaster Management
- Safety Training Program Development & Maintenance
- Claims Analysis
- Coordination w/ Insurers
- Documentation
- Property Risk Control Services
- Transportation Exposures
- Fleet safety program evaluation
- OSHA Compliance
- EPA Compliance
- Driver Training

**ANALYTICS AND ACTUARIALS**

Our analytics team provides needed technical support with complex mathematical and statistical modeling to enable our clients to make more informed financial decisions. Some examples of these services include:

**Casualty Analytics**

- Loss Stratification & Analysis
- Loss Projection
- Collateral Analysis and Negotiation
- Total Cost of Risk (TCOR) Analysis
- Experience Modifier Rating Verification and Promulgation
- Benchmarking of Limits and Deductibles

**Property Analytics**

- Catastrophe (CAT) Modeling
- Historical Catastrophe Event Analysis
- Natural Hazard Mapping and Reporting
- Building Valuation Services

**CORE SERVICES**

**CLAIMS MANAGEMENT**

Our goal is to ensure that obstacles do not result in reduced or delayed claim settlements to our clients.

- Claims Services
- Tracking All Claims
- Advocating for Clients
- Accessing Legal Resources
- Maintaining a Suit Log
- Providing Flow Charts for
- Complex Claims
- Annual File Audits
- Quarterly Claims Reviews

**DAILY SERVICE AND ASSISTANCE**

Service is the essence of what we do and is truly our main differentiator from our competitors.

- Open Items and Stewardship/Strategy Meetings
- Audit services for Legacy Billings and Premium Adjustments
- Insurance Placement and RFP Solicitation Review
- Budgeting / Cost Allocation Assistance
- Certificates of Insurance and Auto ID cards
- Exposure Schedule Management
- Benchmarking (TCOR, Limits, etc.)
- RMIS Assistance (document storage, analytics, etc.)

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

*Not Applicable*

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

*Not Applicable*

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

*Not Applicable*

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

*Not Applicable*

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide.

#### Ninety-Day Timeline

	Months			
	Mo 1	Mo 2	Mo 3	May 1
<b>Documentation</b>				
McGriff to request copies of all current policies & endorsements from carriers	.			
Secure any additional Policy Summary documents not previously sent as part of the RFP process	.			
Secure details on any outstanding claims to be handled by McGriff	.			
<b>Legacy Service Issues</b>				
Identify immediate outstanding service issues to be addressed - Certificate holders - Premium Audits		.	.	
McGriff to provide written action plan for particularly complex outstanding items		.	.	
<b>Outstanding Items</b>				
McGriff to develop Open Items list for ongoing use, and list of outstanding information needed for marketing submission		.	.	
Initial kick-off meeting to discuss: - Market relationships - Risk philosophy - Open Items - Broad goals for insurance program - Current service protocols (establish "Key Performance Indicators")		.	.	
<b>Annual Service Plan Implemented</b>				.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award.

The Omnia Partners, Public Sector 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 Omnia Partners, Public Sector 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 Omnia Partners, Public Sector 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 Omnia Partners, Public Sector.

We will tailor our promotion of Omnia Partners, Public Sector 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 Omnia Partners, Public Sector 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 “Omnia Partners, Public Sector University” Webinars & Seminars within BBT/MSW sales force network
- Meet regularly with Omnia Partners, Public Sector Leadership to develop strategy
- Targeted email campaign to Purchasing Directors and CFO’s
- Dinners and Hospitality Functions jointly with Omnia Partners, Public Sector at various conferences and functions
- Create “Open Items” tracking system to manage Omnia Partners, Public Sector roll-out to prospective clients
- Review Leader Feedback and Fine-Tune System
- Expand Offering to all 50 States

### **Introduction of Omnia Partners, Public Sector to MSW**

With MSW as its principal retail sales subsidiary, BB&T Insurance Services ([www.BBT.com](http://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 “Omnia Partners, Public Sector University” conference and a quarterly webinar for our national sales force to explain and promote the merits of Omnia Partners, Public Sector.

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

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

We will tailor our promotion of Omnia Partners, Public Sector to the 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 Omnia Partners, Public Sector Risk Management Services offering in the most effective manner possible.

Moving forward, the most effective method of promoting "Omnia Partners, Public Sector Risk Management Services" will be the use of client references. The most powerful marketing tool, however, is face to face interaction with Omnia Partners' members. We will always establish personal relationships with the decision makers and administrators with each of our clients.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Agreed

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Agreed

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Agreed



**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support

- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

**Primary Servicing Office Location**

McGriff, Seibels & Williams, Inc.  
 10100 Katy Freeway, Suite 400 • Houston, Texas 77024  
 (800) 877-1449 • (713) 877-8975 • Fax: (713) 877-8974  
[www.mcgriff.com](http://www.mcgriff.com)

**Service Team Contacts**

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

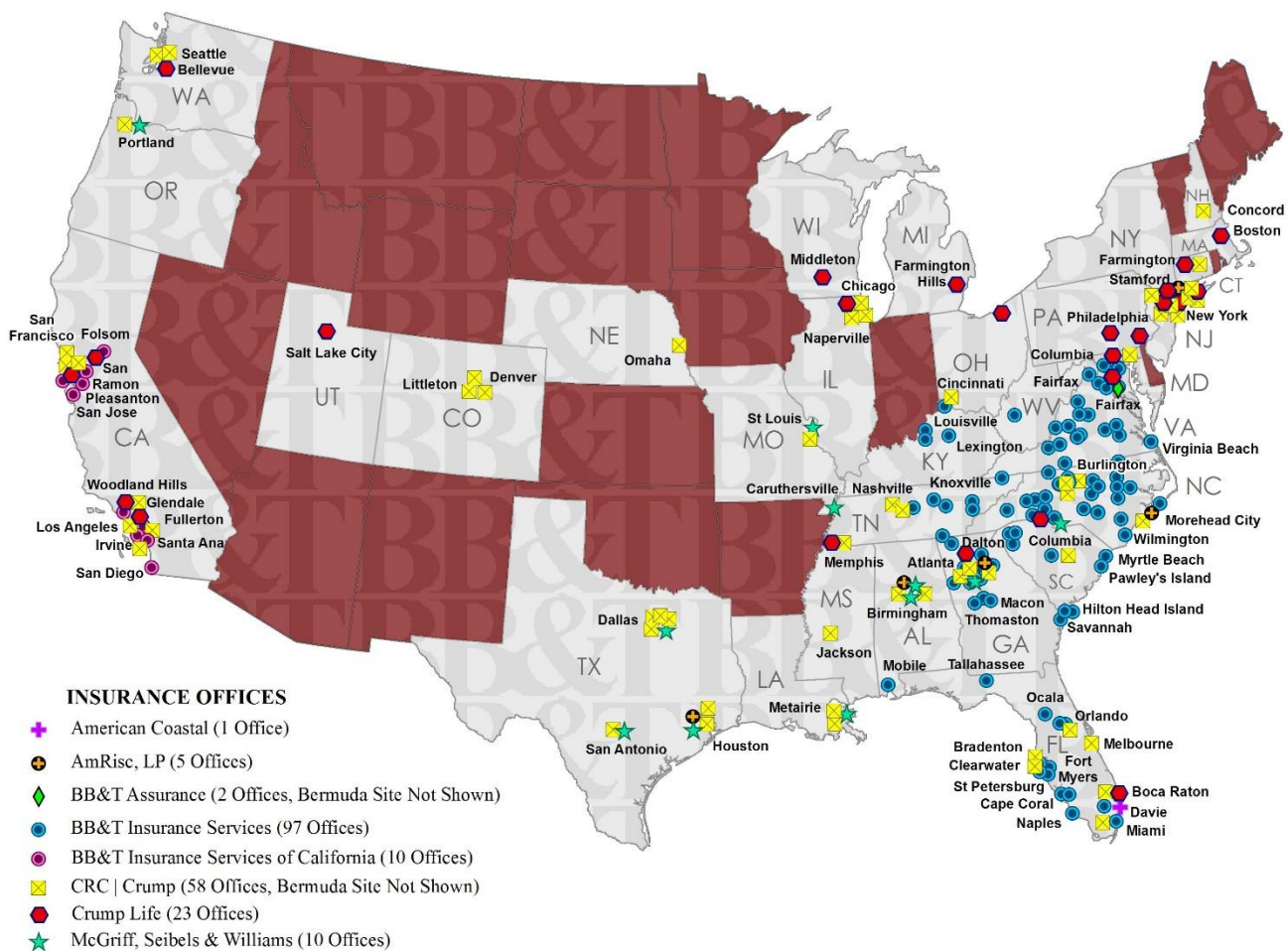
Team Member / Title	Location	Contact Information	
<b>Read Davis</b> <i>Mid Atlantic Representative</i>	Atlanta, Georgia	Direct Number:	(404) 497-7500
		E-Mail:	rdavis@mcgriff.com
<b>Joe Depaepe</b> <i>West Coast Representative</i>	Portland, Oregon	Direct Number:	(503) 943-6621
		E-Mail:	jdepaepe@mcgriff.com
<b>Will Legg</b> <i>Southeast Representative</i>	Birmingham, Alabama	Direct Number:	(205) 252-9871
		E-Mail:	wlegg@mcgriff.com

### After-Hours Claims Contacts

Team Member / Title	Phone	
<b>David Petersen</b> <i>Commercial Claims Manager</i>	Direct Number:	713-402-1490
	Cell Phone:	713-213-9950
	E-Mail:	djpetersen@mcgriff.com
<b>Debra Taylor</b> <i>Commercial Claims Representative</i>	Direct Number:	713-273-2679
	Cell Phone:	713-504-1537
	E-Mail:	dtaylor@mcgriff.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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



- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

*Not Applicable*

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

*Not Applicable*

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

*Not Applicable*

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 40,000 in year one

\$ 90,000 in year two

\$ 250,000 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

*Not Applicable*

## Tab 3 Performance Capability (cont.)

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Agreed

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Refer to Attachment A for Appendix D, Exhibits F. Federal Funds Certifications, and G. New Jersey Business Compliance

- iv. Describe your approach to providing service solutions including methodology and delivery.

McGriff is committed to the use of a Total Cost of Risk approach to assist our clients in achieving reductions in their overall risk management costs. Our "Cost of Risk" approach embodies a consultative methodology that includes critical disciplines including risk management, risk control, claims management and risk financing, all working together in a collaborative effort to identify, control, and mitigate corporate risks associated with the delivery of internal and external customer services. As an example, our casualty (workers' compensation, general liability and automobile liability) program auditing and review services include the following:

- Validating audited premiums for workers' compensation
- Auditing experience modifiers
- Reviewing/analyzing historical loss data for underwriting purposes and process improvement opportunities
- Analyzing current and historical insurance program collateral requirements
- Benchmarking comparative industry cost of risk dollars associated with specific lines of insurance
- Performing risk management contractual reviews
- Analyzing and redesigning internal cost of risk allocation programs

These services focus primarily on the fixed costs and the administrative costs that are included in the overall cost of risk. We also provide services that focus on the variable costs associated with the casualty program. Since losses/claims generally account for approximately 80% of the cost of risk, we have developed consultative methodologies for our clients that identify, evaluate and mitigate the cost drivers associated with the variable claims costs. Those services include the following:

- Claims management evaluation services that include claim file audits, third party administrator performance reviews, contract compliance audits, process improvement reviews and comparative studies for in-house versus outsourced claims management functions. McGriff has developed audit diagnostic tools used to evaluate third

party claim administrator claim management performance.

- Corporate safety/risk control evaluations that include an overall review of safety programs and their effectiveness. The areas of focus include management leadership, program awareness, employee participation, contractor safety, inspections, hazard reporting, hazard control, data analysis, preventative maintenance, emergency action plans and training initiatives. McGriff has developed a diagnostic tool used to audit / review and evaluate a company loss control program. We also assist in the development of training programs, perform simulated OSHA inspections, perform incident investigations, develop return to work programs and assist with industrial hygiene services.
- Statistical data review and analysis services that are designed to identify loss trends, pinpoint divisional and location performance issues, identify injury trends and determine areas of the operations that need improvement.
- Assisting with the evaluation of financial alternatives including an integrated disability management approach to workers compensation, short-term disability, long-term disability and FMLA. There have been published case studies that indicate significant cost savings when an integrated disability management program has been implemented. These savings have been documented to be in the range of 40-77%. McGriff has the ability to assist companies evaluate various program alternatives. And once the program is considered viable, we have the capability and the resources to assist in the program implementation.

Our enterprise risk methodology involves site visits, client interviews, data analysis, industry research and an evaluation of the current programs in place. We employ diagnostic tools that compare the current state of the various programs with industry best practices and provide management with the rating/scoring of the current programs, identify critical program gaps and provide recommendations designed to correct deficiencies and close the gaps. Our experience has shown significant cost of risk savings, in many cases as much as 50%, when the program recommendations are implemented.

This same methodology can be employed to develop a risk management business plan for companies that sets goals and objectives for the reduction of the cost of risk, implements focused action plans and measures/monitors results for various risk management initiatives. The risk management business plan would be a collaborative effort between McGriff and the client company. The plan is designed to sustain initial reductions in the cost of risk that can be achieved by implementing the changes suggested for the current insurance and risk management program.

- v. Detailed work plan for each service solution that identifies key time frames and milestones after an initiated event, FEMA experience, including claims, support services, any disputes or appeal process.

*Please refer to response to 3.3, A.*

- vi. Include company's service agreement, if Participating Public Agencies will be required to sign.

*None anticipated*



- vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

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

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

- viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

MSW utilizes AMS 360 for its agency management system. AMS 360 is designed to work with Windows and SQL databases, and offers appointment management, work in progress, client account and policy information, image storage and retrieval, correspondence records and accounting software.

To ensure accurate billing, our management system assigns a unique number to each customer and policy. The system also assigns "order numbers" to each transaction. Once a customer is invoiced, the order numbers are closed. This process allows for easy tracking and documentation.

Billing is the responsibility of the Account Service Representative (ASR). Each ASR receives thorough training on the customer billing requirements. The ASR and the Account Executive review the invoices for accuracy before mailing it, and our accounting department serves to provide a secondary analysis to ensure accuracy.

Shortly after binding, invoices are generated through the system for renewal premium or for installments. These invoices will note that the payment is due for a renewal policy or a renewal installment. Endorsements received throughout the term will be invoiced, as they are received from the carrier. Each endorsement invoice will note on the invoice a brief summary of the transaction and will be accompanied by a copy of the endorsement that generated the additional premium. If all invoices need to be sent to a centralized contact, you will be able to direct your account manager as to how this should occur.

- ix. Describe Offeror's contract implementation/customer transition plan.

*Please refer to response to 3.3, A.*

x. Describe the financial condition of Offeror.

xi. Describe financial abilities

McGriff's parent company, BB&T Corporation, is one of the largest U.S. financial services holding companies, with \$221.9 billion in assets and market capitalization of \$29 billion.

McGriff's parent company, BB&T Corporation, is a publicly traded company (stock ticker BBT). As such, our financial statements are voluminous documents. In the interests of conservation of resources, we would prefer to note the web location where BB&T's financial statements and annual reports are located: <http://bbt.investorroom.com/annual-reports>

Please note that financial statements/reports for preceding years can be found in this area, and future statements/reports will be posted in this area upon completion.

xii. Describe Offeror's ability to take steps in reaching out to small, minority and women owned firms set forth in 2 CFR 200.321.

McGriff through BB&T is consistently among the top three "small-business friendly" financial holding companies in the U.S. – per the SBC.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering and reporting. Describe the website's capabilities and functionality.

MSW is committed to delivering our services as efficiently as possible. To accomplish this MSW created the MSW Client Web Portal as a means to efficiently transmit information and retain it in a single, accessible, secure, centralized location. Clients like Omnia Partners can use this technology to save time and money.

The system is fully customizable and can be configured to suit Omnia Partner's preferences. It facilitates efficient and effective communication amongst the entire team by allowing team members to work on projects on a real time basis and track progress. In this day in age when internal resources can be stretched, this tool helps manage the process and ensure our clients have instant access to all of their information.



**xiv. Describe the Offeror's safety record.**

McGriff through BB&T Corporate Safety was developed to educate and influence McGriff associates to adopt in-depth safety, health and environmental policies, practices and procedures that prevent and mitigate human suffering and economic losses arising from preventable causes. Below is a listing of safety training available to McGriff employees.

Accident/Injury Reports:	Emergency Guidelines and Procedures:
<a href="#">Associate Accident</a>	<a href="#">Emergency Guidelines</a>
<a href="#">Client / Visitor Accident Form</a>	<a href="#">Emergency Telephone Numbers</a>
<a href="#">Auto Accident</a>	<a href="#">Key Team Members Listing</a>
Safety Training:	Safety and Health Information:
<a href="#">Safety Ambassador Responsibilities</a>	<a href="#">Don't Let The Flu Get You</a>
<a href="#">Safety Ambassador Training Program</a>	<a href="#">Environmental, Health, Safety, Air Quality, Pest - Flowchart</a>
<a href="#">Travel Safety</a>	<a href="#">Hand Washing Poster</a>
Ergonomics:	<a href="#">Material Safety Data Sheets</a>
<a href="#">Ergonomic Position Chart</a>	<a href="#">Safety Articles</a>
<a href="#">Ergonomic Process Chart</a>	Safety and Health Checklists:
<a href="#">Office Ergonomic Tips</a>	<a href="#">Safety Awareness</a>

**xv. Provide any additional information relevant to this section.**

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

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## Tab 4 – Qualification and Experience

### a. References

i. Describe Offeror's experience and expertise with each of the following:

1. Level of expertise in given discipline(s)
2. Service orientation
3. Partnering availability for training and joint marketing efforts
4. Financial claims recovery and supporting consulting services
5. Construction claims consulting and supporting services

ii. Describe project management skill sets. Include project management skills of key employees as well as overall organizational strategies as it relates to project management. Also, describe any minimum qualifications of personnel servicing offering.

Please refer to Attachment B Resumes for management skills and qualifications of key employee.

iii. List any relationships with subcontractors or affiliates they intend to use when providing services and identify if they meet minority-owned standards.

None

iv. Describe Offeror's State and Federal regulatory expertise.

MSW maintains a government affairs department and a regulatory team in Legal Services that supports the MSW and affiliate operations. We stay abreast of state law and regulations from trade associations, such as the Council of Insurance Agents and Brokers, the Independent Agents, the Financial Services Roundtable-Insurance Working Group, and participation in the National Association of Insurance Commissioners, which convenes three times a year and issues model laws and regulations via outside regional and national regulatory / legal counsel in our footprint states and nationally. Law firm and trade associations keep us abreast of state Department of Insurance regulations and bulletins. We also have contacts in almost every insurance department in whose state we do business.

Our senior insurance executives closely follow developments in their role on the boards of various organizations, such as the Council of Insurance Agents and Brokers (CIAB).

Our Insurance Market and Compliance Department is a member of various independent agency association state affiliate groups and receives newsletters and bulletins on developments.

We are members of the various state bankers associations in the states in which our bank does business and their regular reports include insurance developments.

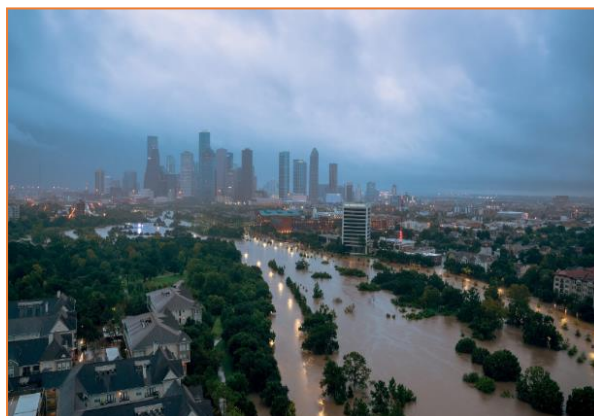
v. Explain approach, experience and compliance with FEMA. Describe FEMA support and consulting services.

vi. Describe how Offeror responds to emergencies and disaster events.

Many scientists report that the US has a significant increased risk of flooding due to climate change. Recent events seem to support this theory. This is an area of coverage that needs to be monitored closely.

One particular area of frustration is that the zoning of which locations are in which zone differ significantly by model software. For example, on a recent account we found differences in 20 out of 60 locations that were modeled in Risk Meter and in RMS. To ensure appropriate coverage is in place, we need to be certain of flood zones and confirm that all carriers agree prior to the inception of the program to avoid conflict at the time of loss. In order to do this we do two things:

- Run the flood zones in at least three different models. We then extract locations with differing results. We take a FEMA map for that location and overlay it on top of a Google map and see exactly what zone the building structure is in. We use this information to obtain a consensus from all carriers and the insured of the zoning.
- We mandate that all carriers agree that those locations govern throughout the program so that there is no question at time of loss – even if FEMA changes zones mid-policy term.



Omnia Partners has a few options to address the flood peril:

- Retain the current structure and not purchase stand-alone Flood Insurance.
- There are alternatives to NFIP offered by the private sector. These programs are relatively easy to use and administer in comparison to NFIP. Coverage is provided with excellent security and pricing is usually in line with NFIP.

### **Success Story: Hurricane Harvey Recovery – Humble ISD, Kingwood, TX**

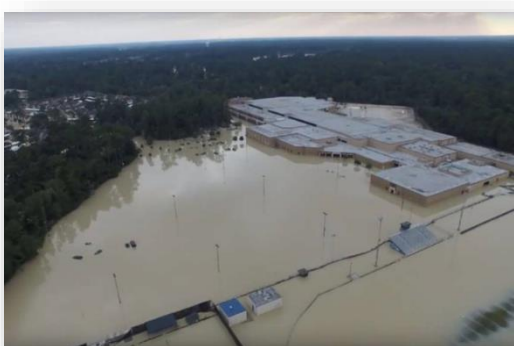
On the days surrounding August 25, 2017, Category 4 Hurricane Harvey inundated the Texas Gulf Coast with over 50 inches of rain during a four-day period causing historic flooding that severely impacted many local communities, including one of the largest school districts in Texas, Humble Independent School District (HISD). Forty of HISD's 43 campuses sustained damage from the storm resulting in a loss in excess of \$100M, with approximately 2,700 students displaced from HISD's most heavily damaged campus, Kingwood High School (KHS), a 600,000 square foot high school that was under five feet of water for up to a week.

MSW acted immediately, working closely with DRS disaster recovery consultants to coordinate insurance carrier representatives, NFIP adjusters, FEMA representatives, and restoration contractors to facilitate both financial and physical recovery. A strategy was quickly developed to optimize financial recovery between all available funding sources (Property Insurance, NFIP, FEMA, and available grants) that resulted in over \$30M received within the first 3 months of the catastrophe. Our client was also the first local government to receive reimbursement funds from FEMA, including the first to receive obligation of \$56M for permanent repairs.

Our team also developed a physical recovery strategy that coordinated a wide range of resources including

FEMA/insurance recovery experts, estimators, and project managers, among others, to accelerate the repairs to Kingwood High School. This successful recovery strategy resulted in 6,000 displaced students returning to their High School on by Spring Break, less than seven months after the loss, which far exceeded initial recovery expectations of 12-18 months. The return to Kingwood HS ended the 40-mile round trip daily commute for students and teachers to a shared campus and enabled KHS seniors to graduate from their own school. The recovery team was also successful in obtaining approval from FEMA to fund the building of brand-new Agricultural Barns at a new location.

Our efforts were instrumental in turning this Hurricane Harvey nightmare into a success story for the district through our ability to view the full recovery picture and our strong industry relationships that allowed us to bring in the qualified resources necessary to meet the district's financial and physical recovery needs.



Harvey Flooding at Kingwood High School



Restored Kingwood High School Campus

### Case Study: Performance Above and Beyond

The City of Tampa is the largest city in Hillsborough County and the third most populous city in Florida. The population of the City, around 334,500, represents approximately one-third of the total population of Hillsborough County. The City of Tampa provides a full range of services, including police and fire protection, the construction of highways, streets, and other infrastructure, recreation and park facilities, convention facilities and water, wastewater, solid waste and parking operations.

We became the City's Broker of Record in 2008. The City has property values of \$1.7 Billion with a large Named Windstorm and Flood Exposures. The City also has aircraft, watercraft, boiler & machinery and crime policies. We provide complete Administration which includes; data collection from the City, Flood Determination from FEMA, property program, including named windstorm and flood limits, design, policy service, claims reporting and process oversight, loss prevention program design, implementation and training, manuscript policy form maintenance, marketing, coordination and oversight of vendors to include contract review.

Since we became the Risk Administration for the City of Tampa we have:

- Increased their Property Loss Limit by 34%.
- Restructured their Quota Share Insurance Program.
- Increased Property Sublimits to better reflect the City's needs.

- Increased the City's Named Windstorm and Flood Limits by 43%.
- Extensively increased the City's Primary Flood coverage with the National Flood Insurance Program by 68% while reducing the premiums for these policies by 64%.
- Reduced the Premium for the City's Aviation coverage by 51%.
- Overall reduced the City's expiring insurance by \$987,204 in the first year.
- Added a new line of coverage while remaining within City's Annual Budget
- For 2012 hard market phase maintained only 3% overall increase in all premiums including coastal property.
- During 2012, placed and serviced coverage for the Republican National Convention.
- During 2013, managed budget objectives and added additional lines of coverage.
- 2015 Renewal is trending towards a 7% rate decrease on the property and an overall program expiring program decrease of 9%.

vii. Describe Offeror's reputation of products and services in the marketplace, as well as service orientation

As one of the most progressive insurance consulting firms in the United States, MSW leads the way with innovative programs. Although our company's roots reach back over 100 years, we are by no means traditional. We protect our clients' financial interests with comprehensive programs and alternative risk management solutions, customized to meet the unique needs of our valued clients.

MSW has a proven track record for innovative risk transfer solutions. We have invested in research and development of new risk transfer products, while continuing to provide superior service using traditional insurance mechanisms. Our value lies in our ability to provide unparalleled knowledge, solutions and service in an increasingly complex financial environment.

viii. Describe the depth, experience and qualification of key employees and support staff.

In this proposal, we demonstrate our critical mass of public sector clients, which includes over 1000 local governments nationally. We believe that our experience and commitment combined with our national resources make us uniquely qualified to serve as your Risk Management partner.

We are now the leading Public Entity Risk Management provider in Texas and have a fast-growing footprint in many other states. We have carefully selected a service team that is highly familiar with Omnia Partners' culture and its members' risk exposures. Our team includes former public sector CFO's, Risk Managers, Underwriters and Claims Adjusters.

ix. Describe Offeror's experience working with the government sector. Include experiences in public sector, educational institutions, etc.

MSW provides risk management solutions to tax-supported institutions such as those highlighted on in this proposal. We know the risk exposures faced by public sector entities and the unique challenges related to budgets and staffing. Whether it's an alternative risk transfer program or foreign reinsurance placement, the MSW team has the contacts and resources to get the job done. We also have experienced actuaries and safety consultants on staff. Our service provider network includes underwriters in public sector and education services, pooling organizations, third-party claims administrators, and legal defense firms. We also sponsor several local and national risk management organizations. Our team comes from a variety of backgrounds, including risk management, underwriting and claims administration. We've been in your shoes and understand the intangibles that make your exposures unique, such as statutory tort immunity, budget constraints, public officials' liability, emergency management, disaster recovery and more. With our network, experience, and diverse background, you can count on us to keep up with the potential exposures that can affect your organization.

x. Indicate any proposed subcontractors, their description of work, and an estimate of the contract amount that would go to each proposed subcontractor (estimate should be expressed in a percentage).

None

xi. Describe past litigation, bankruptcy, reorganization, debarment, state investigations of entity or current officers and directors.

MSW has never been sued by a Region 4 ESC member. As for non-governmental entity clients, MSW currently has pending claim and litigation activity but no pending judgments. The claim and litigation activity is of a type and nature consistent with a business of our size and employment base and with the type and complexity of the accounts for which we place insurance coverage and the markets with which the coverage is placed.



- xii. Provide a minimum of five (5) customer references relating to the products and services within this RFP. At least 1 customer reference should be from a public sector agency. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

**City of Houston**

Tina Paquet (9 Years)

Tina.paquet@houstontx.gov

832-393-8501

Houston, Texas

**Description of Service:** Insurance Consulting and Placement Service for Property Windstorm and Flood Insurance Coverage; including support with Loss Prevention and Claims

**Humble ISD**

Mike Seale (3 Yrs)

Robert.seale@humberisd.net

281-641-8014

Humble, Texas

**Description of Services:** Insurance Consulting and Placement Services

**Harris County (TX)**

David Kester (17 Years)

David.kester@bmd.hctx.net

713-501-0912

Houston, Texas

**Description of Services:** Insurance Consulting and Placement Services for Property Windstorm and Flood Insurance Coverage; including support with Loss Prevention and Claims

**Port of Houston Authority:**

Bruce Birdwell (11 Years)

bbirdwell@porthouston.com

832-373-8400

LaPorte, Texas

**Description of Services:** Insurance Consulting and Placement Services

**Clear Creek ISD**

Paul McLarty (20 Years)

pmclarty@ccisd.net

281-284-0181

League City, Texas

**Description of Services:** Insurance Consulting and Placement Services

xiii. Provide evidence of required insurance with appropriate limits. Include Offerors Proof of Insurance.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB&T Insurance Services, Inc. Risk Management Department 301 College Street, Suite 208 Asheville NC 28801		<b>CONTACT</b> NAME: Nila Swink PHONE (A/C, No, Ext): 828-277-3917 E-MAIL: CertificateRequests@bbandt.com ADDRESS:		<b>FAX</b> (A/C, No): 888-632-4250	
<b>INSURED</b> BB&T Corporation and Subsidiaries c/o BB&T Insurance Services Inc. 301 College Street, Suite 208 Asheville NC 28801		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: Hartford Fire Insurance Company		19682	
		INSURER B: Travelers Property Casualty Co of Amer		25674	
		INSURER C: XL Insurance America, Inc.		24554	
		INSURER D: Fireman's Fund Insurance Company		21873	
		INSURER E: Continental Insurance Company		35289	
		INSURER F: Twin City Fire Insurance Company		29459	

### COVERAGES

CERTIFICATE NUMBER: 1901753998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	22CSES44603	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	22CSES44604 22CSES44605	5/1/2018 5/1/2018	5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	ZUP10P9038316NF US00010498L118A	5/1/2018 5/1/2018	5/1/2019 5/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 excess - 1st Layer \$ 25MM excess 25MM
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22WNS44600 22WBRS44601	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	2nd Layer Excess Umbrella			SHX00049033863	5/1/2018	5/1/2019	50,000,00
E	3rd Layer Excess Umbrella			6024338871	5/1/2018	5/1/2019	25,000,000 Excess of 50MM Excess of 100MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22WNS44600 - Primary Workers Compensation (Various Writing Company Names within the Hartford Fire Insurance Group apply based on the state of employment) ; 22WBRS44601 - Workers Compensation for Wisconsin ONLY

McGriff, Seibels & Williams Inc. is a Subsidiary of BB&T

Additional Insured listed as required by contract.

### CERTIFICATE HOLDER

### CANCELLATION

FOR INFORMATION ONLY  
\*  
\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Nila S. Swink*

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ACORD 25 (2016/03)

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xiv. Provide any additional information relevant to this section.

None

## Tab 5 – Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

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## Tab 6 – Additional Required Documents (Appendix C)

### a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc#1)

*Appendix C, Doc #1*

#### **ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY**

##### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

January 7, 2020  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Senior Executive Vice President  
Authorized Signature & Title



**b. Antitrust Certification Statement (Tex. Government Code § 2155.005) Appendix C, Doc#2**

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)  
Attorney General Form**

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 proposal, 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 proposal, 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 proposal 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**

McGriff, Seibels & Williams, Inc.

**Contact**

**Address**

10100 Katy Freeway, Suite 400

Houston, Texas 77043

**Phone**

(713) 940-6565

**Fax**

(713) 877-8974

**Official  
Authorizing  
Proposal**

  
**Signature**

Joseph R. Blasi, ARM, CPCU

**Printed Name**

Senior Executive Vice President

**Position with Company**

  
**Signature**

Joseph R. Blasi, ARM, CPCU

**Printed Name**

Senior Executive Vice President

**Position with Company**

**c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)**

*Appendix C, DOC # 3*

**Implementation of House Bill 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Joseph R. Blasi, ARM, CPCU, as an authorized representative of

McGriff, Seibels & Williams, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

January 7, 2020  
\_\_\_\_\_  
Date



e. Special Conditions (Appendix C, Doc #5)

*Appendix C, DOC # 5*

**SPECIAL CONDITIONS**

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A Contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

**Public Policy**

A Contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

### **Federal Requirements**

Services issued under this Contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

### **Special Conditions, Attachment I**

#### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

##### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.



## 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Requirements for National Cooperative Contract

Page 21



(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

Requirements for National Cooperative Contract

Page 22

sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be

Requirements for National Cooperative Contract

Page 23



prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Requirements for National Cooperative Contract  
Page 24

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Requirements for National Cooperative Contract  
Page 26



- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless



excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally-required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the

Requirements for National Cooperative Contract

Page 28

required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Requirements for National Cooperative Contract  
Page 29

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, McGriff, Seibels & Williams, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joseph R. Blasi, ARM, CPCU, Senior Executive Vice President

Name and Title of Contractor's Authorized Official

January 7, 2020

Date

#### 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

Requirements for National Cooperative Contract  
Page 30



“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

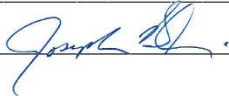
Offeror's Name: McGriff, Seibels & Williams, Inc.

Address, City, State, and Zip Code: 10100 Katy Freeway, Ste. 400, Houston, Texas 77043

Phone Number: (713) 877-8975 Fax Number: (713) 877-8974

Printed Name and Title of Authorized Representative Joseph R. Blasi, ARM, CPCU, Senior Executive Vice President

Email Address: jblasi@mcgriff.com

Signature of Authorized Representative:  Date: January 7, 2020



f. Questionnaire (Appendix C, Doc #6)

Appendix C, DOC # 6

**Questionnaire**

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

**1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

**2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?** ☒ Yes ☐ No

g. Any additional agreements Offeror will require Participating Agencies to sign

N/A

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## Attachment A – Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance

### EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

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#### FEDERAL CERTIFICATIONS

##### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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#### DEFINITIONS

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30**



CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JSL Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JSL Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JSL Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JSL Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

Page 58



(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES                     *JdL*                     Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES                     *JdL*                     Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES                     *JdL*                     Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

Requirements for National Cooperative Contract  
Page 59

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JBL Initials of Authorized Representative of offeror

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JBL Initials of Authorized Representative of offeror

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JBL Initials of Authorized Representative of offeror

#### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JBL Initials of Authorized Representative of offeror

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JBL Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: McGriff, Seibels & Williams, Inc.

Address, City, State, and Zip Code: 10100 Katy Freeway, Suite 400, Houston, Texas 77043

Phone Number: (713) 877-8975 Fax Number: (713) 877-8974

Printed Name and Title of Authorized Representative: Joseph R. Blasi, ARIM, CPCU, Senior Executive Vice President

Email Address: jblasi@mcgriff.com

Signature of Authorized Representative: J. Blasi Date: January 7, 2020

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1    Ownership Disclosure Form
- DOC #2    Non-Collusion Affidavit
- DOC #3    Affirmative Action Affidavit
- DOC #4    Political Contribution Disclosure Form
- DOC #5    Stockholder Disclosure Certification
- DOC #6    Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7    New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.





DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** McGriff, Seibels & Williams, Inc.

**Street:** 10100 Katy Freeway, Ste. 400

**City, State, Zip Code:** Houston, Texas 77043

**State of** Texas

**County of** Harris

I, Joseph R. Blasi of  
the McGriff, Seibels & Williams, Inc. Houston  
Name City

in the County of Harris, State of  
Texas

of full age, being duly sworn according to law on my oath depose and say that:

I am the Senior Executive Vice President of the firm of McGriff, Seibels & Williams, Inc.  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

McGriff, Seibels & Williams, Inc.  
Company Name

 Senior Executive Vice President  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

DOC #3

Requirements for National Cooperative Contract  
Page 63 of 45

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** McGriff, Seibels & Williams, Inc.  
**Street:** 10100 Katy Freeway, Ste. 400  
**City, State, Zip Code:** Houston, Texas 77043

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- X A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
January 7, 2020  
**Date**



Senior Executive Vice President

**Authorized Signature and Title**



DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



\_\_\_\_\_  
Signature of Procurement Agent

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.





DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	McGriff, Seibels & Williams, Inc.		
Address:	10100 Katy Freeway, Ste. 400		
City:	Houston	State:	TX Zip: 77043

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Joseph R. Blasi, ARM, CPCU	Senior Executive Vice President
Printed Name	Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)Requirements for National Cooperative Contract  
Page 70

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

  
 (Affiant)  
 Joseph R. Blasi, Senior Executive Vice President  
 (Print name & title of affiant)  
 (Corporate Seal)

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

See form on following page



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 19-15

Bidder/Offoror: McGriff, Seibels &amp; Williams, Inc.

**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offoror \_\_\_\_\_  
 Description of Activities \_\_\_\_\_  
 \_\_\_\_\_  
 Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
 Bidder/Offoror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joseph R. Blasi

Signature: 

Title: Senior Executive Vice President

Date: January 7, 2020



DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

See form on following page

<b>NJ-REG</b> (9-2019)		STATE OF NEW JERSEY DIVISION OF REVENUE AND ENTERPRISE SERVICES <b>BUSINESS REGISTRATION APPLICATION</b> Please read instructions carefully before filling out this form ALL SECTIONS MUST BE FULLY COMPLETED		MAIL TO: CLIENT REGISTRATION PO BOX 252 TRENTON, NJ 08646-0252  OVERNIGHT DELIVERY: CLIENT REGISTRATION 33 WEST STATE ST 3 <sup>RD</sup> FL TRENTON, NJ 08608  609-292-9292 <a href="http://www.nj.gov/treasury/revenue/">www.nj.gov/treasury/revenue/</a>																			
<b>*NO FEE REQUIRED*</b>		AVAILABLE UPON REQUEST																					
<b>A.</b> Please indicate the reason for your filing this application: <input type="checkbox"/> Original application for a new business <input type="checkbox"/> Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG) <input type="checkbox"/> Amended application for an existing business Reason(s) for amending application: _____ <input type="checkbox"/> Application for an additional location of an existing registered business <input type="checkbox"/> Applying for a Business Registration Certificate <input type="checkbox"/> Employer of Domestic Household Employee(s) <input type="checkbox"/> Withholding for Employees working in NJ but doing business & employing in NJ																							
<b>B.</b> FEIN # _____ OR Social Security # of Owner _____ <input type="checkbox"/> Check Box if "Applied for"																							
<b>C.</b> Name _____ (If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give <u>entity</u> name. <b>IF NOT</b> , give Name of Owner or Partners)																							
<b>D.</b> Trade Name _____ <b>E.</b> Business Location: Use Previous Location? <input type="checkbox"/> If Yes, give Name and Address (different from business location) Street _____ Name _____ City _____ State _____ Street _____ Zip Code _____ (give 9 digit postal code) Zip Code _____ (give 9 digit postal code) State _____ (See instructions for providing alternate addresses)																							
<b>G.</b> Beginning date for this business: _____ / _____ / _____ (see instructions) <span style="float: right;">O/C _____</span> Month Day Year		AVAILABLE UPON REQUEST																					
<b>H.</b> Type of ownership (check one): <input type="checkbox"/> NJ Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Out-of-State Corporation <input type="checkbox"/> LLP <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC (1065 Filer) <input type="checkbox"/> LLC (1120 Filer) <input type="checkbox"/> LLC (Single Member) <input type="checkbox"/> S Corporation (you must complete page 41)																							
<b>I.</b> New Jersey Business Code _____ (see instructions) <input type="checkbox"/> Domestic (Household Employer)																							
<b>J.</b> County/Municipality Code _____ (see instructions) <b>K.</b> County _____ (New Jersey only)																							
<b>L.</b> Will this business be SEASONAL? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES – Circle months business will be open: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC																							
<b>M.</b> If an ENTITY (Item C) complete the following: Date of Incorporation: _____ / _____ / _____ State of Incorporation _____ Fiscal Month _____ Month Day Year NJ Business/Corp. # _____																							
Is this a Subsidiary of another corporation? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, give name and Federal ID# of parent: _____																							
<b>N.</b> Standard Industrial Code _____ (if known) <b>O.</b> NAICS _____ (if known)																							
<b>P.</b> Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach a rider.)																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">NAME (Last Name, First, MI)</th> <th style="width: 20%;">SOCIAL SECURITY NUMBER TITLE</th> <th style="width: 30%;">HOME ADDRESS (Street, City, State, Zip Code)</th> <th style="width: 20%;">PERCENT OF OWNERSHIP</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip Code)	PERCENT OF OWNERSHIP															
NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip Code)	PERCENT OF OWNERSHIP																				

BE SURE TO COMPLETE THE NEXT PAGE

FEIN#: \_\_\_\_\_ NAME: \_\_\_\_\_ NJ-REG

**Each Question Must Be Answered Completely**

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months? ☐ Yes ☐ No  
Give date of first wage or salary payment: \_\_\_\_\_  
If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone 609-292-9292.

b. Give date of hiring first NJ employee: \_\_\_\_\_  
c. Date cumulative gross payroll exceeds \$1,000: \_\_\_\_\_  
d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey? ☐ Yes ☐ No  
e. Will you be the payor of pension or annuity income for New Jersey residents? ☐ Yes ☐ No  
f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000? ☐ Yes ☐ No  
g. Is this business a Professional Employee Leasing Company? (See page 6.) ☐ Yes ☐ No

2. Did you acquire ☐ Substantially all the assets; ☐ Trade or business; ☐ Employees; of any previous employing units? ☐ Yes ☐ No  
If answer is "No" go to question 4.  
If answer is "Yes" indicate ☐ whole or ☐ part, and list business name and location of predecessor or acquired unit and the date business was acquired by you. (More than one unit separately. Continue on separate sheet if necessary).  
Name of Acquired Unit: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Acquired: \_\_\_\_\_  
ACQUIRED: ☐ Assets ☐ Trade or Business ☐ Employees  
PERCENTAGE ACQUIRED: \_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %

3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law.  
Are the predecessor and successor units owned or controlled by the same interests? ☐ Yes ☐ No

4. Is your employment agricultural? ☐ Yes ☐ No

5. Is your employment household? ☐ Yes ☐ No  
a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more: \_\_\_\_\_

6. Are you a 501(c)(3) organization? ☐ Yes ☐ No  
If "Yes" to apply for sales tax exemption, obtain form REG-1E at [http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/reg1e.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/reg1e.pdf)

7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year? ☐ Yes ☐ No  
(See instruction sheet for explanation of FUTA.) If "Yes" indicate year: \_\_\_\_\_

8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey? ☐ Yes ☐ No  
If "Yes" please state reason. (Use additional sheets if necessary.) \_\_\_\_\_  
b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years? ☐ Yes ☐ No

9. Type of business: ☐ 1. Manufacturer ☐ 2. Service ☐ 3. Wholesale  
☐ 4. Construction ☐ 5. Retail ☐ 6. Government  
Principal product or service in New Jersey only: \_\_\_\_\_  
Type of Activity in New Jersey only: \_\_\_\_\_

10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.  
a. Do you have more than one employing facility in New Jersey? ☐ Yes ☐ No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See Instructions)			No. of Workers at Each Location and in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description	%	

(Continue on separate sheet, if necessary)

BE SURE TO COMPLETE THE NEXT PAGE

FEIN#: \_\_\_\_\_ NAME: \_\_\_\_\_ **NJ-REG**

**Each Question Must Be Answered Completely**

11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax? ☐ Yes ☐ No  
 GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE  /  /   
Month Day Year

b. Will you need to make exempt purchases for your inventory or to produce your product? ☐ Yes ☐ No

c. Is your business located in (check applicable box(es)):  
☐ Atlantic City ☐ Salem County  
☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood

d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions.) ☐ Yes ☐ No

e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to others or customers in this state whether by pipelines or pipelines located in this state or by any other means of delivery? ☐ Yes ☐ No

12. Do you intend to sell cigarettes? ☐ Yes ☐ No

**Note:** If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG. To obtain a cigarette retail or vending machine license complete form CM-100 on page 44.

13. a. Are you a distributor or wholesaler of tobacco or nicotine products other than cigarettes? ☐ Yes ☐ No

b. Do you purchase tobacco or nicotine products other than cigarettes from outside the State of New Jersey? If yes, you are required to provide supplemental information directly to the Division of Taxation on Form TPT-R, Tobacco and Nicotine Products Registration. This form is available at <https://www.nj.gov/treasury/taxation/prnttobacco.shtml>. ☐ Yes ☐ No

c. Do you intend to sell Container E-Liquid? ☐ Yes ☐ No

d. Are more than 50% of your business's sales derived from Container E-Liquid, electronic smoking devices, and related accessories? ☐ Yes ☐ No

**Note:** If yes, complete the Vapor Business License Application (form VB-R). This form is available at <https://www.nj.gov/treasury/taxation/prmttobacco.shtml>.

14. Are you a manufacturer, importer, distributor or retailer of litter-generating products? ☐ Yes ☐ No

15. Are you an owner or operator of a solid waste landfill facility in New Jersey? ☐ Yes ☐ No

IF YES, indicate D.E.P. Facility Name and Type (See instructions)

16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? ☐ Yes ☐ No

b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals? ☐ Yes ☐ No

c. Do you store petroleum products or hazardous chemicals at a public storage terminal? ☐ Yes ☐ No

Name of terminal: \_\_\_\_\_

17. a. Will you be involved with the sale of petroleum products? ☐ Yes ☐ No

**Note:** If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. You will be sent a motor fuel license application (MFA-1) or you can download this application at [www.state.nj.us/treasury/taxation/prntmf.shtml](http://www.state.nj.us/treasury/taxation/prntmf.shtml). ☐ Yes ☐ No

b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this state or the importing of petroleum products into New Jersey for consumption in New Jersey? ☐ Yes ☐ No

c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? ☐ Yes ☐ No

18. Will you be providing goods and services as a direct contractor or subcontractor to the State, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? ☐ Yes ☐ No

19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight? ☐ Yes ☐ No

20. Is your business a hotel, motel, bed & breakfast or similar facility (or do you provide other transient accommodation rentals (e.g., vacation rental, house, room, or similar lodging used on a transient basis) in the State of New Jersey? ☐ Yes ☐ No

21. Will this business be operating in the Sports and Entertainments District of Millville, NJ? ☐ Yes ☐ No

If yes, will the business be engaged in obtaining gross receipts from any of the following (Circle all that apply if "Yes")

a. Sales, rental or leases of tangible personal property b. Sales of food & drink c. Charges of admission d. Rental charges for hotel occupancies

22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? ☐ Yes ☐ No

23. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? ☐ Yes ☐ No

24. **Contact Information** Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Daytime Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Signature of Owner, Partner or Officer: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NO FEE IS REQUIRED TO FILE THIS FORM**

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - **STOP HERE** -  
 IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP, YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24



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## Attachment B - Resumes

<b>Joseph R. Blasi, CPCU, ARM</b> <i>Senior Executive Vice President / Account Manager, Commercial Division</i>	
<b>Yrs. Experience:</b>	26
<b>Yrs. With MSW:</b>	22
<b>Education:</b>	BBA, Finance, University of St. Thomas (Summa Cum Laude) CNA Technical Insurance School
<b>Licenses/Certifications:</b>	Associate in Risk Management (Insurance Institute of America) Chartered Property & Casualty Underwriter (American Institute for CPCU) Licensed Risk Manager (Texas Department of Insurance)
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Government &amp; Public Entities</li> <li>• Educational Institutions</li> <li>• Catastrophic Property Insurance Placements</li> <li>• Alternative Risk Financing Programs, Including:</li> <li>• Retrospective Rating Programs</li> <li>• All Lines Basket Aggregate Programs</li> <li>• Collateralized Deductible Programs</li> <li>• Captives (Heterogeneous And Homogenous Groups)</li> <li>• Professional Liability Exposures</li> <li>• Third Party Claims Administration Programs</li> <li>• Construction Insurance Programs</li> <li>• Risk Sharing Pools</li> <li>• Owner Controlled Insurance Programs</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Considerable expertise with public sector clients and related risk management programs, funds and pools</li> <li>• Expert knowledge of a variety of alternative risk financing techniques</li> <li>• Long-standing, senior level relationships with numerous domestic and foreign underwriters</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>1997 - Present</b> <i>Executive Vice President/Account Manager, Commercial Division</i>

<b>Marise Saweris</b>	
<i>Senior Vice President / Marketing Account Executive</i>	
<b>Yrs. Experience:</b>	40
<b>Yrs. With MSW:</b>	12
<b>Education:</b>	University of Alexandria, 1971 to 1974
<b>Licenses/Certifications:</b>	General Agents License
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Design and Placement of commercial property insurance programs</li> <li>• Risk Management of large schedule, complex property accounts</li> <li>• Public entities, school districts</li> <li>• Retail Risks</li> <li>• Nursing Homes</li> <li>• Hotels/Motels</li> <li>• Manufacturing</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Broad and extensive background in Commercial Property insurance, including manufacturing, retail, habitational and public entity risks</li> <li>• Negotiated forced placed flood program for Lexington, and hotel program for Liberty Mutual</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>2007 - Present</b> Marketing Account Executive, Commercial Division
	<b>Lexington</b> <b>2006 - 2007</b> Senior Production Underwriter
	<b>Liberty Mutual Property</b> <b>1990 - 2006</b> Production Underwriter
	<b>Travelers Insurance</b> <b>1979 - 1990</b> Senior Commercial Property Rater

<b>Paul F. Bredthauer</b> Senior Vice President/Senior Marketing Account Executive, Commercial Division		
<b>Yrs. Experience:</b>	32	
<b>Yrs. With MSW:</b>	23	
<b>Education:</b>	Bachelor of Science - Advertising, The University of Texas at Austin Austin, TX - 1986	
<b>Licenses/Certifications:</b>	General Agent License, Texas Surplus Lines Agent License, Texas	
<b>Areas of Expertise:</b>	Marketing and account servicing of large commercial Property and Casualty accounts including: <ul style="list-style-type: none"> <li>• Manufacturing</li> <li>• Wholesale / Retail</li> <li>• Construction</li> <li>• Non-Marine Energy</li> </ul>	<ul style="list-style-type: none"> <li>• Large deductible/loss sensitive Casualty programs</li> <li>• Due Diligence/Coverage Reviews</li> <li>• Management of mergers and acquisitions for existing clients</li> </ul>
<b>Career Highlights/Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Marketing and servicing of broad client base in a variety of business industries.</li> <li>• Performed due diligence/coverage reviews for clients in acquisition mode.</li> <li>• Worked through “hard” market cycles to minimize costs through competitive and selective marketing.</li> <li>• Maintain long-term relationships with senior underwriting management.</li> <li>• Began career and spent 4+ years as an underwriter, working with 20+ brokers on a wide variety of accounts.</li> </ul>	
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> 2000 – Present <i>Senior Vice President/Marketing Account Executive, Commercial Division</i>	
	<b>Aon Risk Services of Texas, Inc.</b> 1999 – 2000 <i>Vice President – Natural Resources Group</i>	
	<b>McGriff, Seibels &amp; Williams of Texas, Inc.</b> 1995 - 1999 <i>Marketing Account Executive -- Commercial Division</i>	
	<b>The Anderson Company</b> 1991 – 1995 <i>Senior Marketing Executive</i>	
	<b>The Hartford Insurance Company</b> 1987 – 1991 <i>Senior Underwriter</i>	

<b>Katrice Dlabaj</b> <i>Vice President/Marketing Account Executive, Commercial Division</i>		
<b>Yrs. Experience:</b>	41	
<b>Yrs. With MSW:</b>	18	
<b>Education:</b>	2 Years Undergraduate Studies	
<b>Licenses/Certifications:</b>	General Agent License, TX Surplus Lines License, TX Notary Public, TX	
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>Intermediate and large commercial accounts and programs</li> <li>National accounts</li> <li>Workers Compensation, Auto//General Liability, Property, Bonds</li> </ul>	<ul style="list-style-type: none"> <li>Public Entity accounts</li> <li>Mergers/Acquisitions Due Diligence reviews</li> <li>Accounting, forecasting, budgeting, human resources</li> </ul>
<b>Career Highlights/ Accomplishments::</b>	<ul style="list-style-type: none"> <li>18 years of property and casualty consulting experience for educational institutions and municipalities</li> <li>Long standing senior level relationships with major underwriters</li> <li>Well rounded experience includes insurance company claims handling, wholesale brokering and marketing on a retail agency level</li> </ul>	
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> 2001 – Present <i>Vice President/Marketing Account Executive, Commercial Division</i>	
	<b>Summit Global Partners of Texas, Inc,</b> 1995 - 2001 <i>(Formerly Ben A. Reid &amp; Associates, Inc.)</i> <i>Account Manager</i>	
	<b>Jardine Insurance Services</b> 1988 - 1995 <i>Controller, Office Manager, Account Manager</i>	
	<b>Frank B. Hall, Inc.</b> 1982 - 1988 <i>Account Manager</i>	
	<b>Trinity Universal Insurance Company</b> 1978 - 1982 <i>Claims Secretary</i>	

<b>David Petersen, CRP</b> Senior Vice President, Commercial Division		
<b>Yrs. Experience:</b>	34	
<b>Yrs. With MSW:</b>	18	
<b>Education:</b>	B.A., Criminology, Stephen F. Austin State University, 1985	
<b>Licenses/Certifications:</b>	Certified Risk Professional Multi-lines Insurance Adjuster (17-08) General Agent License, TX	
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Management of large, complex risk transfer &amp; loss sensitive programs</li> <li>• Workers Compensation, Auto/General liability, and Property</li> <li>• Claims management for all lines of insurance</li> <li>• Property/Builders Risk/Business Interruption Claims</li> </ul>	<ul style="list-style-type: none"> <li>• Auditing TPAs/carriers for performance and compliance</li> <li>• TPA selection &amp; claim advocacy-financial, energy, healthcare, public</li> <li>• Operational Assessments/Behavioral Safety Audits Coverage</li> </ul>
<b>Career Highlights/Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Provided recommendations that achieved a 70% reduction in W/C losses over an 18 month period, saving the client approx \$3M</li> <li>• Provided a claims management study that resulted in recovery of \$1MM in overpaid W/C claims and 2nd injury fund claims</li> <li>• Provided a claims audit for a new acquisition, resulting in reduction of open claims from 1100 to 114</li> <li>• Worked w/contractor/TPA-improved claim handling &amp; lowered reserves \$802K</li> <li>• Provided a claims audit for a transportation company that resulting in closing 75% of open claims, and reserve reduction of \$31MM</li> <li>• Worked with a state insurance fund to improve finances, w/results of:               <ul style="list-style-type: none"> <li>– Reduction of direct costs by \$4.1MM</li> <li>– Reduction of open claims from 23,000 to 14,000</li> <li>– Reduction of reserves by \$100MM over 3 years</li> <li>– Increased profits -- 49%</li> </ul> </li> </ul>	
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <i>Senior Vice President, Commercial Division</i>	2001 - Present
	<b>Deloitte &amp; Touche</b> <i>Senior Manager, Enterprise Risk Services Group (ERS)</i>	1999 - 2001
	<b>Willis</b> <i>Senior Vice President, Secretary/Regional Director, Risk Mgmt. Services</i>	1997 - 1999
	<b>Alexander &amp; Alexander of Texas, Inc.</b> <i>Senior Vice President, SW Regional Claims Services Practice Leader</i>	1992 - 1997
	<b>Johnson &amp; Higgins</b> <i>Assistant Vice President/Senior Claims Consultant</i>	1989 - 1992
	<b>United Gas Pipeline Company</b> <i>Corporate Claims Manager/Risk Manager</i>	1987 - 1989
	<b>Allstate Insurance Company</b> <i>Multi-Line Claims Adjuster</i>	1985 - 1987



<b>Debra Taylor</b> <i>Assistant Vice President/Commercial Claims</i>	
<b>Yrs. Experience:</b>	10
<b>Yrs. With MSW:</b>	10
<b>Education:</b>	Associate Degree in Office Education
<b>Licenses/Certifications:</b>	All Lines Adjuster Certified Insurance Service Representative Certified School Risk Manager
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>▪ Claims Administration</li> <li>▪ Document Reconciliation</li> <li>▪ Claims Procedural Documentation</li> <li>▪ Loss Runs Report Analysis</li> </ul>
<b>Career Highlights / Accomplishments</b>	<ul style="list-style-type: none"> <li>▪ Extension of Risk Management Claims</li> <li>▪ Supervise &amp; monitor all worker's compensation claims</li> <li>▪ Provide quarterly loss run reports, charts and participate in claim reviews</li> <li>▪ Managed Accounts affected by Hurricane Ike</li> <li>▪ Satisfactory resolution of catastrophic property claims</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <i>Loss Runs Analyst</i> Jan. 2006 – Feb. 2008 <i>Commercial Claims</i> Mar. 2008 – Present

<b>Tom Bradt, ARM, CRM, CIC</b> <i>Senior Vice President, Special Projects</i>		
<b>Yrs. Experience:</b>	9	
<b>Yrs. With MSW:</b>	9	
<b>Education:</b>	B.B.A. Finance – University of Houston 2004	
<b>Licenses/Certifications:</b>	General Agent License, TX Certified Risk Manager (CRM) Associate in Risk Management (ARM) Certified Insurance Counselor (CIC) Pursuing Associate in Insurance Data Analytics (AIDA) designation	
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Loss data analysis for customized reports</li> <li>• Risk retention analysis and program structure testing</li> <li>• Auditing NCCI Experience Modifiers</li> <li>• Evaluation and negotiation of legacy program adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Calculating and negotiating collateral requirements</li> <li>• Cost of Risk assessments</li> <li>• Developing customized analytical tools to meet specific needs</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Guest speaker at 2017 RMA Credit Officer Roundtable</li> <li>• Negotiated over \$76MM in additional collateral reductions (additional collateral return beyond the carrier's initial indication).</li> <li>• Successful investigation and negotiation of legacy program adjustments, one of which resulted in the reversal of a \$3MM charge.</li> <li>• Negotiated more favorable wording on client's deductible specifications</li> <li>• Designed customized tools and exhibits to analyze loss sensitive programs.</li> </ul>	
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> 2010- Present <i>Senior Vice President</i>	

<b>Calvin D. Shaw</b> <i>Marketing Account Executive</i> <i>Louisiana Representative</i>	
<b>Yrs. Experience:</b>	48
<b>Yrs. With MSW:</b>	11
<b>Education:</b>	BA Degree- Mathematics- William Jewell College- 1971
<b>Licenses/Certifications:</b>	Property and Casualty Producer License: LA, AL, MS, TX Surplus Lines Broker: MS
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Production, Marketing and Servicing of Casualty-Property of Energy Accounts and Public Entity</li> <li>• Loss Sensitive &amp; Captive Programs</li> <li>• Contract Review and Evaluation</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>2008 – Present</b>  First Trust Corp/First Insurance Agency, Inc.- Risk Manager/Producer- AVP 2006 – 2008  Marsh USA, Inc.- Acct. Exec./Sr. Client Advisor 2003 – 2006  Aparicio, Walker & Seeling, Inc.- Acct. Exec./Acct. Mgr. 1998– 2003  Reliable Insurance of Louisiana, Inc.- Exec. VP 1983-1998  Marsh & McLennan, Inc.- Account Exec.- AVP 1976-1983  United States Fidelity & Guaranty- Supv. Underwriter 1971-1976

<b>Johnny Fontenot, CPCU, AIC, ARM</b> <i>Executive Vice President</i> <b>Dallas Representative</b>	
<b>Yrs. Experience:</b>	30
<b>Yrs. With MSW:</b>	15
<b>Education:</b>	McNeese State University, B.S. Management and Marketing
<b>Licenses/Certifications:</b>	Chartered Property & Casualty Underwriter Associate Risk Manager Associate in Claims Licensed Risk Manager
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Public Entities / Governmental Risk Management</li> <li>• Large Commercial Accounts</li> <li>• Owner Controlled Insurance Programs (OCIPs)</li> <li>• Claims</li> <li>• Governmental Risk Pools</li> </ul>
<b>Specific Industry Experience:</b>	<ul style="list-style-type: none"> <li>• Public Entity</li> <li>• Manufacturing</li> <li>• Retail</li> <li>• Hotel/Restaurant</li> <li>• Transportation</li> <li>• Environmental</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• 25+ years of experience in Claims and Risk Management.</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc. 2010–Present</b> <i>Executive Vice President, Head of Office</i>
	McGriff, Seibels & Williams of Texas, Inc. 1998-2010 <i>Senior Vice President, Public Entity Division</i>
	Sedgwick of Texas, Inc. 1993-1998 <i>Vice President, Public Entity Division</i>
	City of Garland 1992-1993 <i>Risk Manager</i>
	City of Beaumont 1986-1992 <i>Risk Manager</i>

<b>Robert A. Waggoner</b> <i>Senior Vice President, Public Entity Division</i> <b>Dallas Representative</b>	
<b>Yrs. Experience:</b>	28
<b>Yrs. With MSW:</b>	16
<b>Education:</b>	Bachelor of Science – Psychology/Management Texas A&M University
<b>Licenses/Certifications:</b>	Associate in Risk Management Certified Government Benefits Administrator
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Public Entity Risk Management</li> <li>• Loss Control and Safety Programs</li> <li>• Workers' Compensation</li> <li>• General/Auto Liability</li> <li>• Property</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Safety Manager of the Year – Texas Safety Association</li> <li>• Risk Manager of the Year – Texas PRIMA</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams of Texas, Inc.</b> 2003 - Present <i>Vice President/Senior Vice President</i>
	City of Denton, TX 2000 - 2002 <i>Risk Manager</i>
	City of Garland, TX 1995 - 2000 <i>Risk Specialist</i>
	James Helwig & Son Trucking 1994 - 1995 <i>Safety Director</i>
	Stevens Transport 1990 - 1994 <i>Safety &amp; Training Coordinator</i>



<b>Susan G. Shoemake, CPCU</b> <i>Account Manager</i> <b>San Antonio Representative</b>	
<b>Yrs. Experience:</b>	23
<b>Yrs. With MSW:</b>	10
<b>Education:</b>	Texas A&M University
<b>Licenses/Certifications:</b>	Chartered Property Casualty Underwriter Property & Casualty General Lines Agent OSHA Certification In Progress: Associate in Risk Management
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Intermediate to large commercial accounts</li> <li>• Municipals/public entity</li> <li>• Customer service</li> <li>• O.C.I.P. Coordinator</li> <li>• Account administration and marketing</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• IIASA CSR Course Instructor</li> <li>• CPCU Course Instructor</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>2001 – Present</b> Account Manager
	Tom Moore & Associates, Inc. <b>1999 – 2001</b> New Business Marketing Coordinator
	LaVernia Insurance Agency, Inc. <b>1998 – 1999</b> New Business Marketing Coordinator
	Coleman Company Insurance Services, Inc. <b>1997 – 1998</b> Large Accounts CSR & Supervisor
	Luhn-McCain Insurance Agency, Inc. <b>1992 – 1997</b> New Business Marketing Coordinator

<b>Baxter Southern, III</b> <i>Executive Vice President</i> <b>Midwest Representative</b>	
<b>Yrs. Experience:</b>	20
<b>Yrs. With MSW:</b>	20
<b>Education:</b>	Master of Business Administration, Saint Louis University, May 2003 BS, Vanderbilt University, May 1995
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Design, placement and service of marine and construction insurance programs</li> <li>• Vessel Operator, energy contractors and oil lease operators</li> <li>• Hospitality and Real Estate program design and implementation</li> <li>• Contract review and evaluation</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• Baxter is distinguished in the development of coverage programs designed to meet client's objectives for unique exposures.</li> <li>• Lectured at various outlets on topics including the Jones Act, USL&amp;H, Director's &amp; Officer's Liability, Cargo and general market characteristics.</li> <li>• Published articles for various periodicals on a variety of risk management related topics.</li> </ul>
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>1999 - Present</b> <i>Executive Vice President</i>

<b>Read Davis, ARM</b> <i>President, MSW of GA, Inc.</i> <b>Mid Atlantic Representative</b>	
<b>Yrs. Experience:</b>	32
<b>Yrs. With MSW:</b>	23
<b>Education:</b>	B.B.A., Risk Management & Insurance, University of Georgia
<b>Licenses/Certifications:</b>	Associate in Risk Management Certified Insurance Counselor
<b>Areas of Expertise:</b>	<ul style="list-style-type: none"> <li>• Insurance programs for multi-national clients</li> <li>• Staffing and heavy labor industries</li> <li>• Real Estate Management and Development</li> <li>• Design and Implementation of Alternative Risk Programs</li> <li>• OCIP</li> <li>• Property Insurance Coverage including Business Interruption Evaluations</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	<ul style="list-style-type: none"> <li>• 3 years as Risk Manager for large publicly traded manufacturer</li> <li>• Served on several industry advisory boards in leadership positions</li> <li>• National RIMS committee chairperson</li> <li>• Featured Insurance speaker at NAIOP, ISCS, IREM and NMFHC</li> </ul>
<b>Experience History:</b>	<p><b>McGriff, Seibels &amp; Williams, Inc.</b> <b>1996- Present</b>  <i>President 2010- Present</i>  <i>Executive Vice President/Commercial Lines Practice Leader 1996-2010</i></p> <p><b>Alexander &amp; Alexander, Inc</b> <b>1993 – 1996</b>  <i>Vice President/ Southeast Real Estate Practice Leader</i></p> <p><b>Johnson &amp; Higgins, Inc</b> <b>1991 – 1993</b>  <i>Assistant Vice President</i></p> <p><b>Rock- Tenn Company</b> <b>1987 – 1991</b>  <i>Risk Manager</i></p>

<b>Joseph E. DePaepe</b> <i>Senior Vice President</i> <b>West Coast Representative</b>	
<b>Yrs. Experience:</b>	29
<b>Yrs. With MSW</b>	12
<b>Licenses/Certifications:</b>	CPCU, CIC, General Lines Property & Casualty License OR, Non-Resident Licenses: AK, AL, CA, CO, ID, MT, NV, UT, WA
<b>Areas of Expertise:</b>	<p>As in introduction to his insurance career Joe spent 5 years as an all-lines sales/field underwriter for large commercial risks. The next 17 years, he has concentrated on Group Risk Sharing Programs. Joe has been involved in the administration of four Group Risk Sharing Programs and has provided consulting regionally to several others. Joe's experience includes:</p> <ul style="list-style-type: none"> <li>• Developed a model for benchmarking pool performance.</li> <li>• Designed and implemented a successful strategy to turn around an ailing pool within a 14 month period.</li> <li>• Utilization of reinsurance concepts to reduce pool insurance cost.</li> <li>• Customizing property and liability manuscript forms used by 2200 public entities.</li> <li>• Transitioning excess coverage programs to reinsurance of custom coverage form to allow broader coverage for the public entity with no gaps in pool coverage.</li> <li>• Implemented a 5-year plan to target critical issues for a public entity pool targeting issues such as member retention, competition, stability, growth, diversification and rating equity.</li> <li>• Designing and implementing an automated multilevel rating system to equitably allocate contributions by exposure, individual experience, risk management sophistication and management practices.</li> </ul>
<b>Career Highlights/ Accomplishments:</b>	Joe has a deep understanding of all phases of Group Risk Sharing Program administration and has been a regional and national speaker for several Pooling and Risk Management organizations like RIMS, ARM Tech, AGRIP and the National League of Cities NLC-RISC organization on a variety of subjects important to large self-insured entities and pools.
<b>Experience History:</b>	<b>McGriff, Seibels &amp; Williams, Inc.</b> 2007 – Present <i>Sr. Vice President</i>
	<b>Marsh USA</b> 1997 – 2007 <i>Sr. Vice President, National Practice Leader</i>
	<b>Johnson &amp; Higgins</b> 1990 – 1996 <i>Pool Administration</i>

<b>Will Legg</b> <i>Senior Executive Vice President</i> <b>Southeast Representative</b>	
Yrs. Experience:	39
Yrs. With MSW:	39
Education:	Bachelor of Business Administration, The University of Georgia
Areas of Expertise:	<ul style="list-style-type: none"> <li>• Design and placement of insurance programs for construction, manufacturing, agricultural chemical, fertilizer and LP gas accounts</li> <li>• Primary Cash Flow Programs</li> </ul>
Career Highlights/ Accomplishments:	<ul style="list-style-type: none"> <li>• Insurance programs for:               <ul style="list-style-type: none"> <li>○ Large Property Risks</li> <li>○ Complex Manufactory Risks</li> <li>○ Construction</li> <li>○ Agricultural, Chemical and Fertilizer Accounts</li> <li>○ LP Gas Insurance</li> </ul> </li> </ul>
Experience History:	<b>McGriff, Seibels &amp; Williams, Inc.</b> <b>1980 – Present</b> <i>Executive Vice President</i>





**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name