

**Texas Municipal League
Intergovernmental Risk Pool**

FROI & SROI Automated Reporting Services

Request for Sealed Proposal 21-04

Table of Contents

1. Overview
 - 1.1. Statement of Purpose
 - 1.2. TMLIRP Background
 - 1.3. Calendar of Events
 - 1.4. Contact Information
2. Request for Proposal Response Instructions
 - 2.1. Inquiries and Questions
 - 2.2. Submission of Proposal
 - 2.3. Misrepresentation
 - 2.4. Corporate Change
 - 2.5. Evaluation and Negotiation Process
3. Scope of Services and Questionnaire
 - 3.1. Scope of Services
 - 3.2. Questionnaire
4. Project Management Strategy
 - 4.1. Project Approach
 - 4.2. Service Level Agreements
 - 4.3. Project Metrics
 - 4.4. Project Implementation and Support
 - 4.5. Project Timeline
5. Submission of Proposal Instructions
 - 5.1 Submission of Proposals

5.2. Required Documents

5.3. Additional Information

6. Disclosure

7. Assurance

Attachment A – Agreement for FROI/SROI Reporting Services

Conflict of Interest Questionnaire (Form CIQ) – Separate Document

Section 1: Overview

1.1 Statement of Purpose

The Texas Municipal League Intergovernmental Risk Pool (TMLIRP) is requesting proposals from qualified International Association of Industrial Accident Boards and Commissions (IAIABC) First Report of Injury (FROI)/Subsequent Report of Injury (SROI) Reporting companies to provide full automated FROI/SROI services inclusive of IAIABC version upgrade for a three-year term, with recurring two-year contract extension options, and with the provision that a dedicated account manager is assigned to handle TMLIRP's account. This Request for Proposal must be completed in its entirety.

1.2 TMLIRP Background

TMLIRP is a unit of local government offering workers' compensation, liability, and property coverage to Texas political subdivisions (called "Members"), including municipalities, water districts, fire districts, councils of government, tax appraisal districts, fire districts, housing authorities, hospital districts, and other special districts and authorities.

The mission of TMLIRP is to offer and provide Texas municipalities and other units of local government with a stable and economic source of risk financing and loss prevention services.

TMLIRP offers three primary lines of business to Members including:

Workers' Compensation

Liability

- General Liability
- Errors & Omissions (Public Officials) Liability
- Law Enforcement Liability
- Auto Liability
- Cyber Security Liability
- Other Liability Coverages

Property

- Real and Personal Property
- Boiler & Machinery
- Auto Physical Damage
- Crime Coverage
- Other Property Coverages

There are approximately 2,800 local governmental entities that participate in TMLIRP's Pool for risk loss coverage. TMLIRP currently has a staff of 250 employees with departments consisting of Executive, Legal, Finance, Human Resources, Information Technology, Underwriting, Loss Prevention, Member Services, Office of Project Management, Liability/Property Claims, and Workers' Compensation Claims. In addition to its headquarters in Austin, Texas, TMLIRP has field offices throughout Texas in Mesquite, Corpus Christi, Harlingen, Houston, Lubbock, and San Antonio.

1.3 Calendar of Events

Listed below are the important dates and times by which the actions are anticipated to be taken or completed:

CALENDAR OF EVENTS		
DATE	TIME	ACTIONS
7/21/21		Release Request for Proposal.
8/2/21	3:00 PM CST	Last day for submission of written questions.
8/9/21		Answers to all questions provided to all interested Proposers.
8/20/21	Prior to 3:00 PM CST	Request for Proposal response proposals due.

1.4 Contact Information

Questions related to the procurement should be emailed to:
Mr. Jonathan Herrera/Purchasing Agent
E-mail: jherrera@tmlirp.org

Section 2: Request for Proposal Response Instructions

2.1 Inquiries and Questions

Proposer(s) (the terms "Proposer" and "Company" may be used interchangeably throughout this Request for Proposal) shall address all questions regarding this Request for Proposal to the individual identified in Section 1.4, Contact Information. Questions shall be received no later than the time and date reflected in Section 1.3, Calendar of Events. Only e-mails are permitted. It is the responsibility of the Proposer to confirm receipt of the questions.

Questions and answers will be posted on TMLIRP's website (www.tmlirp.org) and provided to all prospective Proposers that have expressed specific interest in responding to this Request for Proposal by the date set out in Section 1.3, Calendar of Events.

2.2 Submission of Proposal

The purpose of the proposal submitted is for the Proposer to provide Automated FROI/SROI Services that best meets the overall needs as set forth in the project scope described in Section 3 of this Request for Proposal. The proposal submitted should address all questions posed in the Request for Proposal that are relevant to the Proposer, as well as the referenced forms.

The Proposer hereby certifies, by submission of a proposal in response to this Request for Proposal, acceptance of the requirements, terms and conditions of this Request for Proposal, and all appendices and any addenda attached hereto.

The proposal submitted by a Proposer is an offer to contract with TMLIRP for the services requested in the Request for Proposal.

The selected Proposer agrees that TMLIRP has the sole discretion to incorporate in the contract resulting from this Request for Proposal the terms, conditions, and other provisions contained in this Request for Proposal, the proposal selected which is acceptable to TMLIRP and is not in conflict or contravention of the Request for Proposal, and any other documents, attachments, exhibits, addenda, amendments, or modifications to either this Request for Proposal or the selected Proposer's proposal.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the Request for Proposal or the resulting contract. It is the intent of TMLIRP to use the attached Agreement for Automated FROI/SROI Services as a minimum starting point for forming a contract with the successful Proposer. Any proposed changes or additions to the attached Agreement for FROI/SROI Services must be submitted by Proposers. TMLIRP shall not be bound to use such proposed changes or additions and reserves the right to contract with the successful Proposer using some or none of the proposed changes or additions.

TMLIRP reserves the right to accept or reject any or all proposals, to negotiate with any qualified Proposers, or to cancel in part or its entirety the Request for Proposal if found to be in the best interest of TMLIRP. This Request for Proposal does not commit TMLIRP to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a proposal in response to this Request for Proposal.

In addition, TMLIRP expressly reserves the right to:

- a. waive any defect, irregularity, or informality in any proposal or proposal procedure;
- b. extend the Request for Proposal closing time and date;
- c. reissue this Request for Proposal in a different form or context;
- d. procure any item by other allowable means;
- e. waive minor deviations from specifications, conditions, terms, or provisions of the Request for Proposal, if it is determined that waiver of the minor deviations improves or enhances TMLIRP's business interests under the Request for Proposal; AND/OR
- f. award any contract when most advantageous to and provides the best value for TMLIRP, as set forth in this Request for Proposal.

2.3 Misrepresentation

All information provided and representations made by the Proposer are material and important and will be relied upon by TMLIRP in awarding the contract. Any misrepresentation will be immediate grounds for termination of any contract related to this Request for Proposal and said Proposer may not be able to participate in future Request for Proposals or other business opportunities with TMLIRP for the duration of any contract term related to this Request for Proposal, including any renewal period. TMLIRP reserves the right to carry forward Proposer's response to this Request for Proposal as part of final contract.

2.4 Corporate Change

If Proposer, or any partners identified in the proposal, are involved in, or planning a change involving control, sale, purchase, merger, bankruptcy, reorganization, or similar transaction ("Change") that will in any way alter the Proposer's legal entity, structure, financial status, or business operations, Proposer shall submit with its proposal under Tab 1: Required Documents (see Section 4.2.2):

- A section disclosing all current entities involved in the Change, when the Change is anticipated to take place, the surviving entity, and any information related to the Change that may affect the proposal;
- Each area in Proposer's proposal (All Tabs) should contain a separate section that discusses whether the Change will alter, modify, or otherwise affect the Proposer's proposal; and
- If this is not applicable to your proposal, Proposer should provide a statement that this section is "not applicable" behind Tab 1.

2.5 Evaluation and Negotiation Process

TMLIRP shall conduct a comprehensive and impartial review and evaluation of all proposals submitted in response to the Request for Proposal meeting the requirements of this Request for Proposal. TMLIRP reserves the right to request additional information to clarify a submitted proposal.

Only timely submitted proposals shall be reviewed by staff to determine if they comply with the required forms and documents submission requirements listed in the Request for Proposal. Failure to meet any of the requirements may render a proposal non-responsive and result in rejection of the entire proposal.

Evaluation: An Evaluation Committee has been selected to evaluate the proposals. Using the evaluation criteria specified below, TMLIRP shall evaluate and rank proposals and, at TMLIRP's sole discretion, proceed with reference checks and contract negotiations with the selected Proposer.

For reviewing and evaluating the submitted proposal, evaluation criteria have been divided into multiple sections. The evaluation criteria are shown below:

Table 1

Criteria	Possible Points
Experience with FROI/SROI Reporting on IAIABC v1 (in Texas) and v3.1 (other jurisdictions)	25 points
Vendor plan and experience with upgrading customers from IAIABC v1 to v3.1	25 Points
Reasonableness of cost of services	15 Points
Texas Division of Workers' Compensation Edits and Reporting Timeframes	15 Points
UI for TMLIRP staff to submit manual FROI/SROI and reporting access to data	10 Points
IAIABC Representation and Involvement	10 Points
Total	100 Points

Finalist(s) may be selected for interview or other selection process determined by TMLIRP. Interviews are typically conducted in person at TMLIRP's office location, by telephone, or via webinar.

Evaluation and Recommendation

Responsive proposals to this Request for Proposal will be ranked in each of the criteria above and scored according to the rank. Additionally, TMLIRP will consider which proposal offers the best value, considering criteria such as price, the reputation of the Proposer, the quality of the Proposer's services, the extent to which the Proposer's services meet TMLIRP's needs, the Proposer's past relationship with TMLIRP, if any, the total long-term cost of acquiring the Proposer's services, and all relevant criteria found in this Request for Proposal. TMLIRP may engage outside individuals to compose an evaluation panel. Furthermore, TMLIRP reserves the right to conduct such investigations as TMLIRP considers appropriate with respect to the qualifications of each Proposer and any information contained in its proposal. All proposals in response to this Request for Proposal will be evaluated solely based on the criteria listed above.

TMLIRP reserves the right to seek clarifications and request any information deemed necessary for evaluation of proposals.

Negotiations: Proposer(s) advancing through the Request for Proposal Evaluation phase may enter the Negotiation phase. This phase may include an invitation to a selected Proposer or Proposers to participate in contract negotiations.

Section 3: Scope of Services and Questionnaire

3.1 Scope of Services

The Pool seeks a qualified Proposer (“Automated FROI/SROI Reporter” in this Section 3.1) to provide FROI/SROI services and upgrade from IAIABC v1 to v3.1:

1. The “Automated FROI/SROI Reporter” shall submit FROI and SROI data to the Texas Division of Workers’ Compensation (DWC) at a minimum of once a day on all business days. The option for multiple transmissions within a day is preferred.
2. The “Automated FROI/SROI Reporter” shall have internal edits that align with the Texas Division of Workers’ Compensation edits/errors.
3. The “Automated FROI/SROI Reporter” shall guarantee same day submissions to the Texas DWC on FROI/SROI that passes all internal edits.
4. The “Automated FROI/SROI Reporter” shall guarantee same day internal rejections on any FROI/SROI transmissions that fail vendor’s internal edits.
5. The “Automated FROI/SROI Reporter” shall notify TMLIRP within 24 hours of a cyber/data/security breach.
6. The “Automated FROI/SROI Reporter” shall comply with security standards involving sensitive information and US government agency security standards.
7. If the Texas Division of Workers’ Compensation issues a penalty for late, inaccurate, or missing FROI/SROI transmission because of Company’s failure to submit the transmission to the Texas DWC, Company will cover all costs associated with the penalty.
8. If a cyber breach attributable to Company’s systems, resources, and/or performance of this Agreement results in a loss to TMLIRP, Company will cover all costs.

9. The Company shall not sell or benefit from TMLIRP's vendor, medical provider, or claimant information or utilize the information for any other reasons outside the scope of this agreement.

3.2 Questionnaire

Proposals must include:

1. General information of Proposer's Company (Company Name, Address, Contact Person, Contact Person's Email, Contact Person's Phone Number).
2. Brief background and history of Company.
3. Description of pending regulatory reviews of your Company.
4. Please provide the job description and reporting structure for the Company's Chief Information Security Officer and provide the controls in place to ensure data is protected.
5. Describe the data security processes and procedures your company has in place for: maintaining one or multiple databases, including backup or off-site copies of data; encrypting and protecting data at rest and in transit.
6. Describe the staffing and resources your company will devote to FROI/SROI reporting. Detail the qualifications, education, training, experience, and certifications of key staff that will provide services if your company is selected.
7. Has Company's FROI/SROI v3.1 solution been successfully implemented in three (3) United States-based insurance companies and/or intergovernmental risk pools? Please provide specifics and overall summary of experience.
8. Provide 2020 PBO (Performance Based Oversight) EDI scores for your Texas FROI/SROI customers.
9. Please describe how your solution handles Texas DWC audits/ penalties?
10. Discuss experience in the process of testing and certification of trading partners who submit data using the IAABC Claims formats. What responsibilities does TMLIRP have if partnering with your organization?

11. Explain your onboarding process for IAIABC v1 customers who will be transitioning to v3.1 in the future (date pending Texas DWC).
12. Provide information regarding the claim data file that should be submitted to Company for automated FROI/SROI.
13. Provide proof of compliance with the Texas Division of Workers' Compensation.
14. Provide any recognitions or awards your Company has received as it relates to Automated FROI/SROI Reporting.
15. Please share any limitations your company has with respect to EDI reporting in general and specifically with Texas, v1 and v3.1.
16. Provide how many FROI/SROI integrations you have done with Guidewire's ClaimsCenter v10.
17. Provide details and timeline for the integration process with Guidewire's ClaimsCenter v10. (Outline of timing for a typical project from project kickoff through data conversion, training, integration with other systems, and go-live. It should also stage implementation, as you would recommend for highest level of success.)
18. Describe how often your solution has software enhancements/updates.
19. Please discuss your ability to meet any Texas DWC requirement changes in a timely manner to comply with the established due date. Please provide examples of recent regulatory changes that have required changes to your system, the process for making those changes, and how you supported trading partners in preparing for those changes.
20. Describe your operational reporting and dashboard capabilities.
21. Describe your customer portal solution and the ability to report FROI/SROI data on an ad hoc basis via the Portal.
22. Describe how your solution will handle errors and corrections to meet the state's acceptable rates. How are errors/warnings returned to TMLIRP? Please explain this process.
23. Describe your preferred approach for migrating or accessing legacy data.
24. Please discuss data retention: how long do you maintain or archive the submissions, acknowledgements, and error data?
25. Please describe training and resources provided by your company, including using any websites/portals and ongoing training for subsequent changes.
26. Describe why your Company is the best fit for TMLIRP.

Section 4: Project Management Strategy

4.1 Project Approach

- a. Given your understanding of the project and scope, describe the overall approach you would take, including major phases, major milestones, and deliverables along with the scope of your proposed project management services. (i.e. does your project management approach include any or all of the following aspects of the project: integration with other software, data migration, and reporting?)
- b. Describe Company's expectation of TMLIRP's staffing requirements for successful implementation of the product (both business and IT).

4.2 Service Level Agreements

- a. Describe any aspects of your service offering during implementation and post-implementation that is subject to service level agreements. Describe what those service levels are.

4.3 Project Metrics

- a. Describe any financial or other metrics you feel appropriate to monitor during the project to ensure it is on track, and describe how such metrics will be monitored, evaluated, and reacted to.

4.4 Project Implementation and Support

1. Describe your Project Management Methodology/Application Installation Strategy and provide a copy of your standard implementation plan including timeframes.
2. What is your process for analysis and gathering requirements?
3. Describe your Data Conversion and Migration Methodology.
4. Provide your training plan.

5. What documentation do you provide during and after the implementation (e.g. user requirements specification including process flows, technical integration design, test plan/test scripts, user guide, administration guide, etc.)?

6. Please provide Go Live Support plan.

4.5 . Project Timeline

Outline of timing for a typical project from project kickoff through data conversion, training, integration with other systems, and go-live. This typical project should include all modules included in your proposal. It should also stage implementation, as you would recommend for highest level of success.

Section 5: Submission of Proposals Instructions

Proposals shall be submitted electronically in accordance with the following:

5.1 Submission of Proposals

Proposals and changes thereto shall be submitted electronically and shall be submitted to jherrera@tmlirp.org. The solicitation number, services being proposed, and the date and hour of the proposal closing shall be typed in the subject line of the email.

5.1.1 Electronic submissions shall be any combination of the following formats: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat.

5.1.2 Electronic submissions shall be in accordance with the deadline set forth in the solicitation document. Any submissions received after the deadline will not be considered. The time of the email will serve as the receipt timestamp.

5.1.3 Facsimile proposals will not be accepted.

5.1.4 Proposals shall be returned in enough time to be received prior to the proposal closing date and time.

5.1.5 Proposals received after the stated proposal closing time and date will not be considered for award.

5.1.6 Receipt of an addendum or amendment must be acknowledged by signing and returning the addendum/amendment with the proposal or under separate cover prior to the time set for the proposal closing.

5.1.7 Any proposed changes or additions to the attached Agreement for Services (Attachment A) must be submitted for consideration as part of the response to this Request for Proposal.

5.1.8 Proposers must submit for consideration with their proposals any additional agreements that will be required to perform the services requested.

5.1.9 All proposals submitted shall be signed by an officer of the FROI/SROI Reporting Company duly authorized to bind the Company to the proposal.

5.2 Required Documents

Proposer should provide the following documents:

5.2.1 Completed Conflict of Interest Questionnaire (Form CIQ). AS REQUIRED UNDER CHAPTER 176, TEXAS LOCAL GOVERNMENT CODE, PROPOSERS SUBMITTING A PROPOSAL SHALL ALSO COMPLETE AND SUBMIT WITH THE PROPOSAL A CONFLICT-OF-INTEREST QUESTIONNAIRE. (A blank Form CIQ can be found after the last page of this Request for Proposal).

5.2.2 Corporate Change (see section 2.4, Corporate Change, for details).

5.2.3 Assurance. All respondents MUST include the assurance provided on the last page of this Request for Proposal in their proposal and provide an original signature.

5.2.4 Disclose any contractual or business relationships between the Proposer and its officers and any current TMLIRP employee or Board member.

5.3 Additional Information

5.3.1 Proposal Submittal Items. In the written proposal, Proposers should include detailed responses to each of the Proposal Submittal Items. If selected as the winning proposal, the Proposer must be willing and able to commit to the Proposal Submittal Items. Keeping in mind

the public venue needs and the location and the requirements of TMLIRP as set forth in this Request for Proposal, Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, Proposers must respond to each of the items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

Section 6: Disclosure

All information developed by the Company and all information made available to the Company by TMLIRP, and all analyses or opinions reached by the Company shall be confidential and shall not be disclosed by the Company without the written consent of TMLIRP.

Company acknowledges that all information provided to TMLIRP may be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. If TMLIRP receives a request for information for materials provided by the Company which the Company deems to be proprietary, TMLIRP will request a decision from the Texas Attorney General on whether such information should be released. TMLIRP will also notify Company of the request for an Attorney General decision. Company may submit, in writing, to the Texas Attorney General its reasons why the information should be withheld. TMLIRP may, but is not required to, submit its reasons why the information should be withheld or released. Details of this procedure are set forth in Section 552.305, Texas Government Code.

Section 7: Assurance

SIGNING PROPOSALS: All proposals must be signed by an officer of the Proposer's Company duly authorized to bind the Company to the proposal submitted. All requirements of this proposal must be completed and included in the response submitted to the Pool. Late proposals will not be accepted. Failure to properly sign the proposal and include all properly completed pages as required in this request may result in the rejection of the proposal.

Each Company must review the Agreement for Services (Attachment A). Company should submit requested changes along with the proposal. All requested changes will be reviewed by TMLIRP for

possible inclusion in the final agreement. A final agreement will be prepared and presented to the Company selected.

The award of the agreement by the TMLIRP Board of Trustees to the Company shall not be deemed a rejection of any other proposals properly submitted until the agreement has been properly executed by the awarded Company. If the awarded Company fails to comply with the terms of the agreement, TMLIRP may award the agreement to another Company.

The Company proposes to perform the FROI/SROI Reporting services in accordance with the Request for Proposal and the Agreement for Services at the following fees (no variable fees please).

Note: Proposed fees shall include all travel and related expenses.

Fee Description	Fee
October 2022 -2023	\$
October 2023 -2024	\$
October 2024 -2025	\$
Proposal Total	\$

The Information in this proposal is true and correct, and the Officer Signing Below is Duly Authorized to bind the FROI/SROI Reporting Company to such proposal:

Signed this _____ day of _____, 2021

By: _____

Name of Official: _____

Title of Officer: _____

Email Address: _____

Name & Address of FROI/SROI Reporting Company:

Email Address: _____

ATTACHMENT A

AGREEMENT FOR AUTOMATED FROI/SROI REPORTING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2021, between the TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, located at 1821 Rutherford Lane, First Floor, Austin, Texas 78754, hereinafter referred to as "Pool," and the FROI/SROI Reporting Company of _____ located at _____, hereinafter referred to as "Company."

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. SCOPE OF SERVICES

The Company shall perform FROI/SROI Reporting services for a three-year term. The scope of the FROI/SROI Reporting services are set forth in Exhibit "A" and made part of this Agreement. Company agrees that in performing the full FROI/SROI Reporting services it will provide those services as set forth on Exhibit "A".

II. COMPENSATION

In consideration of the services to be performed by the Company, the Pool agrees to compensate the Company for the services rendered as follows:

- A. October 2022 to October 2023
 \$ _____

- B. October 2023 to October 2024
 \$ _____

C. October 2024 to October 2025
\$_____

The above fees are inclusive of all out-of-pocket expenses. Such fees shall be billed to the Pool in accordance with the following billing schedule:

Time Period	<u>2021</u>	<u>2022</u>	<u>2023</u>
30-Jun	\$_____	\$_____	\$_____
30-Sep	\$_____	\$_____	\$_____
31-Oct	\$_____	\$_____	\$_____
30-Nov	\$_____	\$_____	\$_____
Upon Completion of Services	\$_____	\$_____	\$_____

III. OPTION TO RENEW

The Pool may, at its option, extend the FROI/SROI Reporting services set forth in this Agreement for additional two-year terms. The Pool shall exercise these options by providing written notice to the Company of such extension on or before May 1 of each year the extension is to be effective.

In the event the Pool exercises its option to extend, the compensation to be paid to the Company under Section II of this Agreement shall increase by no more than the proportion or percentage by which the cost of living has increased during the 12 months immediately preceding March 31 of the preceding year, as reflected by the consumer price index for all items for all US cities, as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the consumer price index for all US cities set forth above is discontinued during the applicable 12-month period, then the statistics of the Bureau of Labor Statistics of the United States Department of Labor that are the most nearly compatible to said consumer price index shall be substituted.

IV. TERMINATION

It is agreed that the Pool may terminate this Agreement on ninety (90) days' written notice to the Company, submitted to the email address listed below, and immediately upon receipt of said notice, all work, labor, and services performed under this Agreement shall cease. Before the end of such ninety (90) days, the Company shall invoice the Pool for the work and services completed prior to the receipt of said notice. The amount of compensation to be paid the

Company in the event of such termination shall be calculated by multiplying the annual compensation to be paid to the Company during the year of such termination by the percentage of hours of work performed by the Company compared to the total number of hours of work to be performed during such year as set forth in the Company's proposal. The final amount paid to the Company shall be less any previous payments made. Access to all documents, work papers, data and work related to the services performed shall be given to designated representatives of the Pool upon completion of the services performed hereunder, upon termination of this Agreement or at any time during the next seven (7) years. The Company shall keep and maintain all such documents, work papers, data and work related to the services performed for a period of at least seven (7) years from the date the services hereunder are completed or the date this Agreement is terminated, whichever date is later.

V. APPLICABLE LAWS

The provisions of the law of Texas shall govern the validity, interpretation, and enforcement of this Agreement. Venue for any litigation relating to this Agreement shall be in Travis County, Texas.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

VII. ASSIGNMENT

This Agreement or any part hereof shall not be assigned in any manner by the Company.

VIII. INDEPENDENT CONTRACTOR

This Agreement shall not render the Company an employee, partner, agent of, or joint venture with the Pool for any purpose. The Company is and will remain an independent contractor in this relationship with the Pool.

IX. OPEN RECORDS

The Pool is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. The Pool agrees that it will promptly notify the Company of a request for disclosure of

public information files in accordance with the Texas Public Information Act that consists of the Company's confidential information, including data to which the Company has a proprietary or commercial interest. The Pool will deliver a copy of the request for public information to the Company. With respect to any information that is the subject of a request for disclosure, the Company is required to demonstrate to the Texas Office of Attorney General the specific reasons why the requested information is confidential or otherwise excepted from required public disclosure under law. The Company will provide the Pool with copies of all such communications. To the extent authorized under the Texas Public Information Act, the Pool agrees to safeguard from disclosure information received from the Company that the Company believes to be confidential information.

X. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect

XI. INDEMNIFICATION CLAUSE FOR CYBER BREACH

The successful Company agrees the resulting agreement with TMLIR will have language regarding cyber liability and data breach liability and insurance coverage substantially like the following:

Company shall indemnify, defend, and hold harmless the TMLIRP and its agents, contractors, directors, employees, members, officials, and officers from and against any and all losses, obligations, risks, costs, claims, liabilities, settlements, damages, lawsuits, judgments, awards, fines, penalties, and expenses, including without limitation attorneys' fees, suffered, incurred, arising out of, or resulting from the Company's performance of this Agreement. Company agrees the foregoing requirements shall apply to all losses, including but not limited to, any cyber liability and data breach losses.

Company will have in place reasonable security standards that it determines are necessary, but in no event less than industry standards, to protect all TMLIRP information, data, resources, and systems used for the performance of this Agreement. TMLIRP agrees it will monitor and test its data safeguards from time to time and agrees to adjust its data safeguards considering relevant circumstances or the results of its testing and monitoring. In the case of a data breach, both threatened or actual, involving TMLIRP's information, data, resources, and systems, Company shall immediately notify TMLIRP in writing and shall fully cooperate with TMLIRP at the Company's expense to prevent or stop such data breach.

Company shall have TMLIRP named as an additional insured on its own commercial general liability policy and cyber liability and data breach response insurance policies. Such commercial general liability insurance policy shall have sufficient limits to protect TMLIRP from any liability losses, with minimum limits of at least \$_____ per occurrence and \$_____ annual aggregate. Such cyber liability and data breach response insurance policies shall have sufficient limits to protect TMLIRP from any cyber liability and data breach liability issues, with minimum limits of at least \$_____ per occurrence and \$_____ annual aggregate. Company agrees if a loss occurs and the insurance limits are insufficient, it will be personally liable to TMLIRP for any obligations in this Agreement not covered by insurance because of insufficient limits. Company agrees TMLIRP shall have the right to associate with and control the defense of any losses covered under this Indemnification and Insurance Section. Company shall provide to TMLIRP both certificates of coverage and endorsements showing the applicable limits and showing that TMLIRP is a named additional insured. Company shall update the required insurance information annually, and at any other time there are policy changes.

Executed in duplicate on the day and year first set forth above.

(“COMPANY”)

By: _____

Name: _____

Title: _____

Date: _____

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

By: _____

Jeffrey R. Thompson

Executive Director

Date: _____