



**INSURANCE MARKETING SERVICES**  
**REQUEST FOR PROPOSALS (“RFP”)**

ISSUE DATE: January 26, 2018

DUE DATE: **11:00 A.M. on February 7, 2018** (“Submission Deadline”)

INSTRUCTIONS: Proposers must submit five paper copies of their Request for Proposals (“RFP”) Proposal and one electronic copy submitted on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write **“Insurance Marketing Services RFP”** clearly on the outside of the sealed envelope. Submittals received by email, fax, or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, Texas 77010.

CONTACT INFO: Questions regarding this RFP must be submitted by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **11:00 A.M. on February 2, 2018**. Questions will be answered collectively in the form of a Letter of Clarification, and made available online for all prospective proposers at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business).

**PURPOSE & OVERVIEW.** Houston First Corporation (“HFC”) requests proposals from highly qualified insurance brokerage firms (or a joint venture of one or more firms) interested in providing insurance marketing services as described herein. Specifically, HFC will select two insurance brokerage firms to assist HFC in conducting a competitive marketing of its insurance policies, as well as policies for Convention and Cultural Services, Inc. (“CCSI”) and Houston First Holdings LLC (“HFH”), (collectively “HFC” for purposes of this RFP, unless otherwise specified, for the period beginning April 1, 2018 through March 31, 2019. After competitively marketing HFC’s insurance coverage in accordance with the requirements set forth herein, the brokerage firm that proposes the most competitive insurance rates and quality services will be selected to enter into an Insurance Marketing Service Agreement with HFC for three years. Please refer to Exhibit “1” for a detailed listing of general services to be provided.

HFC will make every effort to adhere to the following timeline. The two Proposers selected must be able to fulfill this timeline; the inability to do so will disqualify any Proposer who cannot accommodate this requirement:

Feb. 15, 2018	Full specifications released to successful Proposers
Feb. 15, 2018	Allocation of markets to successful Proposers
Feb. 15 - March 3, 2018	Marketing of the Insurance Package
March 15, 2018	Proposals submitted to HFC
March 20, 2018	Presentation of Proposals
March 21-March 28, 2018	Final Negotiations
March 28, 2018	Award business to the winning brokerage program
March 29-March 30, 2018	Receipt and review of binders

**BACKGROUND.** HFC is a local government corporation created by the City of Houston to enhance the quality of life, advance economic prosperity and promote and position Houston as a premier destination for leisure tourism and major events. HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, Ray C. Fish Plaza, Root Memorial Square, and several other landscaped properties as well as the Theater District Parking Garage and other parking facilities. HFC owns the Partnership Tower and North Garage located at 701 Avenida de las Americas and Tundra Garage located at 1515 Jackson Street.

HFH owns the Hilton Americas-Houston Hotel located at 1600 Lamar as well as the Hotel Parking Garage which are also included within the properties to be insured.

For HFC and HFH, the selected Proposer may be asked to place coverage for Property insurance, Directors and Officers Liability and Employment Practices, Liquor, Crime, Flood, Spa Bond, General Liability, Auto, Cyber Security, Abuse and Molestation, Umbrella and Excess coverage as required, Pollution and TULIP.

CCSI is a non-profit organization that provides labor to HFC through a Services Agreement. The selected Proposer may be asked to place coverage for CCSI as follows: Workers' Compensation, Employed Lawyers, Kidnapping, Cyber Security, Fiduciary, Directors and Officers Liability and Employment Practices.

Notwithstanding the above, HFC reserves the right to select the coverage for those marketed to be purchased and may at any time elect not to purchase or place coverage for any particular line of coverage in its sole discretion. As a component unit of the City of Houston, HFC also reserves the right for City-owned facilities to obtain insurance coverage under the City of Houston's insurance program – specifically property and casualty coverage. In the interest of clarification, Proposers should note that the City of Houston is presently marketing coverage for certain City-owned facilities that are noted above.

**PROPOSAL FORMAT.** Although HFC prefers substance over form, to be considered responsive, Proposers should review the following criteria/information requests, but should keep responses concise in length:

- a. **Transmittal Letter:** Include a cover letter signed by a person authorized to make representations on behalf of the Proposer, including his or her direct phone number and email address, including naming any third-party consultants the Proposer intends to engage, if any. Proposers **must** make a specific, clear, unambiguous statement agreeing to comply with the Material Agreement Terms and Conditions of this Proposal or identify any objections/exceptions and enclose as such exceptions immediately following the letter. Be advised that proposals including material exceptions will be rejected without further consideration.
- b. **Company Profile:** Provide in detail Proposer's experience, methods, and strengths at meeting the needs of its clients.
- c. **Experience:** Proposers should describe their experience with public entities and hotels comparable, in scope and complexity, to the requirements of this solicitation. Proposers should provide the following information:
  - An organizational chart and resume of the assigned Account Executive, Account Assistant and other support personnel assigned to the account. Include professional qualifications, professional achievements, and length of time working in agent capacity.

- Identify specific business experience with public entities, especially large not-for- profits with the responsibility of operating an enterprise system.
  - Describe current and/or prior experience in providing property and liability insurance for not-for-profit businesses.
  - Identify the Houston Area Service Office proposed for HFC's account.
  - Describe your experience working with clients comparable to HFC emphasizing risk management analysis and insurance procurement effectiveness.
- d. **Organizational Capabilities:** Include at least three references of local clients, including other public entities, with similar underwriting volume currently serviced by your local office. Include contact names, phone numbers, and a brief description of the work completed.
- e. **Cost:** Identify all proposed fees including direct, indirect and subcontractor costs and expenses that will or may be charged to HFC to perform the requested services. Fees may be proposed as either a flat fee or hourly rates. If hourly rates are proposed, then include the hourly rates (and whether the rates will increase over the three years) and an estimate of the total number of hours and a not to exceed limit.
- f. **Marketing:** Provide a detailed description of how your firm will market the HFC/CCSI/HFH property and liability insurance program and your philosophy towards underwriting markets selection. Specifically note the name of any intermediary that you intend to utilize to market the insurance and describe their proposed role.
- g. **Financial Statement:** Submit your company's most recent financial statement or if proposing as a joint venture, financial statements for each company included in this RFP.
- h. **Diversity:** Note any subcontractors Proposer reasonably expects would be used to meet or exceed the Diversity Commitment for this RFP.

**EVALUATION.** HFC intends to select the two best-qualified Proposers based on merit and qualifications. The factors HFC will consider are: Transmittal Letter, including acceptance of the Terms and Conditions (15%); Responsiveness and ability to provide the services requested (15%); Experience and reputation (20%); Cost (20%); Key personnel (10%); Marketing Plan (10%); and Diversity Commitment (10%).

HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP or in the marketing of the insurance products. HFC reserves the right to request oral interviews, Proposal clarifications/additional information, and/or best-and-final offers from some or all Proposers prior to making a final selection.

**FORM OF AGREEMENT.** By submitting a response to this RFP, each Proposer agrees, upon notice of selection by HFC, but prior to final placement of the insurance program, to enter into an Insurance Marketing Service Agreement, which shall include, but not be limited to, the Material Agreement Terms and Conditions attached as Exhibit "2."

Full insurance specifications will be made available to the two successful Proposers on or about February 15, 2018.

**TERM.** The term of the Insurance Marketing Service Agreement is three years, unless sooner terminated.

**RESTRICTIONS ON COMMUNICATIONS.** From the date issued until the Submission Deadline, Proposers are directed not to communicate with any HFC employee or HFC Board Director regarding any matter relating to this solicitation, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com). HFC reserves the right to reject any submittal due to violation of this provision.

**LETTER OF CLARIFICATION.** Any revisions to be incorporated into this RFP will be confirmed in a written letter to all Proposers (“Letter of Clarification”) prior to the Submission Deadline. When issued by HFC, Letters of Clarification automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a Proposal, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their Proposal. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein. It is the responsibility of each Proposer to monitor [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business) to ensure they receive any such Letters of Clarification.

**PRE-PROPOSAL CONFERENCE.** A pre-proposal conference will not be held as part of this RFP.

**DIVERSITY COMMITMENT.** The Proposer selected will be required to use good faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the HFC Diversity Program (see [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business)). The specific goal for this project is 15% of the total value of the Insurance Marketing Service Agreement. Proposers should note if they are certified as a diversity participant in their Proposal; however, such certification shall not lessen or otherwise lessen the requirement to use good faith efforts to award subcontracts to diversity participants.

**PUBLIC INFORMATION.** HFC is subject to the Texas Public Information Act (“TPIA”). Information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential/proprietary information appears must be labeled as such by Proposers clearly. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their expense.

**CONFLICT OF INTEREST.** Proposers are required to disclose affiliations or business relationship that might cause a conflict of interest with HFC. The disclosure form, if required, is available online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a Proposal, Proposers represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**COLLUSION.** Proposers represent that the contents of their Proposals have not been communicated, directly or indirectly, to any potential Proposer and that their submissions are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer; this restriction is not, however, intended to preclude preliminary negotiations with diversity subcontractors.

**RFP PACKETS.** A complete copy of this RFP, including all forms and exhibits, is available on-line at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business).

**WITHDRAWAL; ERRORS.** To withdraw a Proposal due to an error or any other reason, a written request from the Proposer must be received at [bids@houstonfirst.com](mailto:bids@houstonfirst.com) prior to the Submission Deadline.

## REFERENCE FORM

At least three references should be included in the space provided below. Proposers may, but are not required to, submit letters of reference in addition to the information provided herein.

### Reference #1

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Reference #2

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Reference #3

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT “1”**  
**SCOPE OF SERVICES**

This Exhibit represents the minimum services required herein. The full specifications for insurance coverage will be provided to the two selected Proposers.

**MARKETING SERVICES**

Complete insurance marketing services are needed for HFC’s property, casualty and liability insurance program. This includes, but is not limited to, property insurance, general liability insurance, auto liability insurance, workers’ compensation and directors and officers coverage. Fidelity, Surety and Notary Public Bonds are also included. Insurance marketing services may include, but are not limited to, the following:

- Review all data placed into the market submission package;
- Make all agent resources available;
- Competitively solicit and negotiate underwriting quotations for the required coverage from various qualified insurance markets on behalf, but subject to the direction of HFC;
- Provide HFC a summary of market solicitations and underwriter responses;
- Follow-up with insurance carriers for timely issuance of policies, endorsements, and agreements;
- Review all policies and endorsements for accuracy and conformity to specifications;
- Provide easy-to-understand coverage summaries for all new coverage and updates on changes to existing coverage;
- Deliver support and administrative assistance by answering questions and requests quickly, meeting with HFC staff frequently, assisting in preparing applications, processing certificates of insurance, auto identification cards timely, and maintaining an updated schedule of insurance;
- Service the insurance policies and bonds, including issuance of binders and processing of changes, endorsements, premium billings and carrier remittance;
- Continually analyze the factors that are driving the cost of risk;
- Develop and present cost-effective strategies for handling risk;
- Monitor the published financial information of HFC’s insurers and alert HFC to changes in their status;
- Develop natural catastrophe analytics modeling;
- Utilize analytics and other appropriate tools to assist HFC in determining the appropriate limits and retentions;
- Evaluate all factors affecting Property/Casualty insurance procurements, including flood zones, probable maximum loss, surveys and market trend analysis;
- Review Certificates of Insurance to verify compliance with contractual indemnification requirements;
- Design, tailor and produce management claim reports to meet HFC’s requirements as requested; and
- The individual designated as broker’s principal must **personally** fully investigate all claims of bodily injury occurring at an HFC or HFH facility, communicate the results of such investigation to HFC’s General Counsel, work with HFC’s General Counsel to select outside counsel to handle claims and lawsuits, respond and answer to all lawsuit discovery requests and work to finalize all claims and lawsuits in the best interest of HFC. Under no circumstances may the broker’s principal assign the claims handling function to another individual or to a claims office within its firm or forward claims to the insurance of record without fully investigating any claim and attempting to resolve such claim.

**EXHIBIT "2"**  
**MATERIAL AGREEMENT TERMS AND CONDITIONS**

**Insurance.** With no intent to limit Contractor's liability under the indemnification provisions, Contractor shall provide and maintain, and shall require its contractors and subcontractors to maintain, from the Effective Date, until final completion of all work related hereto, the following insurance and available limits of liability:

Commercial General Liability	Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	Combined single limit of \$1,000,000
Workers' Compensation	Statutory limits for Workers' Compensation
Employer's Liability	Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee

The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

**Insurance Endorsements.** Each policy, except those for Workers' Compensation and Employer's Liability, must include an additional insured endorsement in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement. Each policy must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation. Each policy hereunder, except Workers' Compensation insurance, shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

**Release.** CONTRACTOR AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.

**Indemnification.** CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE

EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR DOES NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE. CONTRACTOR SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.

**Indemnification Procedures.** If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. Such notice does not prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, then HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss. If Contractor elects to defend the claim, then HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees, (ii) would require the Indemnitees to pay amounts that Contractor does not fund in full, (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Termination for Cause.** Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

**Termination for Convenience.** HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed herein. TERMINATION



OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S EXCLUSIVE REMEDIES FOR HFC'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.

**Diversity Commitment.** Contractor shall make good faith efforts to award subcontracts equal to **15%** of the value of this Agreement to Contractor to certified, diverse suppliers of goods and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Contractor shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC with each invoice, or as directed by HFC.

**Force Majeure.** Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 10 calendar days' after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement.

**Inspections and Audits.** Contractor grants HFC, including any of its authorized representatives, the right to examine and review Contractor's books, records and billing documents which are related to performance, payment or compliance under this Agreement. Contractor shall maintain such books, records, and billing documents for three years after the cessation of Contractor's services under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

**Non-Waiver.** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

**Confidentiality.** Contractor agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which Contractor protects its own confidential information, but in any event with no less than a commercially reasonable standard of care. Contractor shall restrict use of Confidential Information to purposes necessary to fulfill

the services provided. The term "Confidential Information" means any information relating to the business, operations, plans, finances, or assets of HFC (whether oral or written, and whether in electronic or other form) disclosed to Contractor or learned or developed by Contractor in connection with its performance under this Agreement. HFC reserves the right to require Contractor to sign a confidentiality and non-disclosure agreement.

**Fees.** Contractor agrees that the only source of income, revenue or compensation earned or received in connection with the Agreement is the fee to be paid to Contractor (and indirectly its subcontractors) directly by HFC, except expenses that HFC has agreed to reimburse Contractor. Any other source of income, revenue or compensation, including, but not limited to, commissions and overrides received by Contractor or its subcontractors in connection with this Agreement must be disclosed and reimbursed back to HFC. At any time, HFC shall have the right to obtain and audit Contractor's books and records related to compensation for HFC's account. These records include, but are not limited to: Form 5500s, Form 1099s, Commission Statements, Compensation Statements, and Account Statements provided directly by Insurance Carriers, Managing General Agents, and/or compiled by Contractor's internal account management systems.

**Independent Contractor.** The relationship of Contractor to HFC shall be that of an independent contractor. Contractor has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

**Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

**Survival and Severability.** Contractor shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

**Compliance with Laws.** Contractor and HFC agree to comply with all applicable federal and state laws and regulations concerning labor and labor relations and the terms and conditions thereof. Each party shall furnish to the other, upon written request, evidence of compliance with such provisions as may be applicable to each party's obligations under this Agreement.