

TEXAS WINDSTORM INSURANCE ASSOCIATION

REQUEST FOR PROPOSALS

No. TWIA - 0001 Actuarial Services

Actuarial Services

[946-12]

Issue Date: [December 29th, 2011]

**Responses to this Request for Proposals must be received on or before
[January 19, 2012 5pm CST], Austin, Texas**

NOTE: Proposals, other than those submitted by email, must be time stamped in TWIA offices before the hour and date specified for receipt of proposal. Late responses will not be considered under any circumstances. Dates of receipt for email responses will be date shown as received by our system. In no event will TWIA be liable for responses delayed by delivery services or email systems.

Submit Responses by Hand Delivery, Express Mail, or U.S. Postal Service to:

Texas Windstorm Insurance Association
Actuarial Department
ATTN: James Murphy
5700 South Mopac, Building E
Austin, Texas 78749

Each Response must show RFP Number on Return Envelope or email subject line.

Sealed responses will be received until the date and time established for receipt. Responses received later than the specified date and time, whether delivered in person or by mail or email, will be disqualified as untimely.

Refer Inquiries to:

James Murphy
Texas Windstorm Insurance Association

Fax:
512 899 4952

Email: RFP@twia.org

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1. General Information

1.1. Introduction

The Texas Windstorm Insurance Association (TWIA) is an association of property insurers created pursuant to Chapter 2210 of the Texas Insurance Code. TWIA insures against losses due to windstorm and hail in certain designated areas of Texas. TWIA invites all qualified Respondents to submit proposals in accordance with the requirements outlined in this Request for Proposals (RFP). The purpose of this RFP is to obtain proposals from qualified Respondents for the actuarial services described in this RFP.

TWIA is under the authority and direction of the Texas Department of Insurance (TDI). TWIA, in cooperation with TDI, anticipates that, based on a review and evaluation of the proposals received pursuant to this RFP, it will select a Respondent and execute a contract in which the Selected Contractor renders services to TWIA, in accordance with terms and conditions set forth in the contract.

Payment for all services requested under any resulting contract will be made by TWIA.

This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Respondents, the format in which the proposal is to be submitted and the material to be included in the proposal, the requirements that must be met to be eligible for consideration, the method of selecting a Respondent, and the Selected Contractor's duties and responsibilities.

Respondents to this RFP are expected to provide TWIA with information, evidence, and demonstrations that will permit awarding a contract in a manner that provides the best value to TWIA. Respondents should include in their written proposal all requirements, terms or conditions they may have, and should not assume that an opportunity exists to add such matters after the proposal submission. Unacceptable terms and conditions added by Respondents may cause TWIA to reject the proposal, despite other factors of the evaluation.

1.2. TWIA Contact Person

- 1.2.1.** The TWIA contact person identified below is the sole point of contact for this RFP. Any and all communications concerning this procurement and all proposals must be submitted to:

For U.S. Mail:

James Murphy
Texas Windstorm Insurance Association
Actuarial Department
5700 South Mopac, Building E
Austin, Texas 78749

For overnight, courier, and hand deliveries:

James Murphy
Texas Windstorm Insurance Association
Actuarial Department

5700 South Mopac, Building E
Austin, Texas 78749

For Faxes:

James Murphy
Texas Windstorm Insurance Association
Actuarial Department
5700 South Mopac, Building E
Austin, Texas 78749
512 899 4952

For E Mail:

James Murphy
Texas Windstorm Insurance Association
Actuarial Department
5700 South Mopac, Building E
Austin, Texas 78749
RFP@twia.org

- 1.2.2. Other than the above-named contact person, prospective Contractors or their representatives must not contact TWIA representatives and employees to discuss the contents of this RFP. Failure to observe this restriction may result in disqualification of any subsequent proposal. The restriction shall not, however, preclude discussion between affected parties for the purpose of conducting business unrelated to this procurement.
- 1.2.3. The contact person for day-to-day administration of the contract will be determined upon award. This individual may appoint one or more delegates to assist in the day-to-day administration of the contract and may notify Selected Contractor in writing of those delegates.

1.3. Submission Deadline

Mail responses to this RFP must be time stamped at TWIA's office before the hour and date specified on page 1 of this RFP. Late responses properly identified will be returned to Contractor unopened. Dates of receipt for email responses will be date shown as received by our system. In no event will TWIA be liable for responses delayed by delivery services or email systems.

Late responses will not be considered under any circumstances. TWIA reserves the right to evaluate responses submitted prior to the stated deadline as they are received.

1.4. Schedule of Events

The time schedule for awarding a contract under this RFP is shown below. TWIA reserves the right to amend the schedule.

Date	Event
December 29 th , 2012	Issuance of RFP

January 13,2012	Submission of Written Questions
January 16,2012	Responses to Written Questions Posted on the Electronic State Business Daily
January 19th, 2012	Deadline for Submission of Proposals
January 26th 2012	Anticipated Contract Award

1.5. Proposal Evaluation and Contract Award

- 1.5.1. TWIA will conduct a fair, comprehensive, and impartial evaluation of all proposals received in response to this RFP using an evaluation committee. TWIA will select an evaluation committee. A representative or representatives from Texas Department of Insurance (“TDI”), acting in under and pursuant to the authority of the Administrative Oversight, will participate and be a part of the evaluation committee.
- 1.5.2. Each member of the evaluation committee will conduct an independent review of each proposal submitted. The score of all members of the evaluation committee will be compiled and an average score established for each Contractor. Each committee member will score the proposal on each major criterion.
- 1.5.3. The evaluation committee may request clarification of information or representations in a proposal before completing the initial evaluation. Requests for clarification and responses to requests for clarification will be in writing and will become part of the evaluation record.
- 1.5.4. The following criteria will be considered by the evaluation committee.

Evaluation Criteria	Weight
<i>Experience and References.</i> Experience and qualifications of the specific individuals who are anticipated to perform the services described in this RFP. References must relate to the type of relevant work experience performed. Experience must demonstrate quality, reliability, and ability to provide the services detailed in this RFP. Indicators of probable performance under a past contract, financial stability, infrastructure, and ability to perform all services described in this RFP.	40 points
<i>Clarity of Proposal.</i> Clarity and content of Respondent’s proposal, including their understanding of the nature of the solicitation, their work plan, and their communication skills.	30 points
<i>Cost.</i> Reasonableness of costs.	30 points
Total Points	100

- 1.5.5. TWIA may enter into a Negotiation Phase. TWIA will have the option to negotiate a Contractor’s proposal, including but not limited to price and services features. TWIA reserves the right to continue to evaluate responses until such point as the best value for TWIA is determined.

At the conclusion of the BAFO evaluations, as described above in section 1.5.5 of this RFP, if any, TWIA shall determine the number of Contractors with which it will start contract negotiations. TWIA may enter contract negotiations with one or more Contractors.

If a BAFO Phase is not used, TWIA may re-score proposals/responses, including any clarifications by Contractors and any information detailed through the Oral Presentation phase, according to the criteria set forth in section 1.5.4 of this RFP. TWIA may proceed in making an award by formalizing any and all negotiated changes to the RFP in writing, and submitting the revised RFP to the Selected Contractor for review prior to making an award.

- 1.5.6.** TWIA will award a contract to the Contractor whose response best conforms to the specifications, terms, conditions, and standards of performance of this contract, and whose offer represents the best value to TWIA.

1.6. General Terms

1.6.1. Term of Contract

The term of any contract resulting from this RFP shall be from date the contract is executed until July 1, 2012. TWIA has the option in its sole discretion to renew any resulting contract for up to four (4) additional one (1) year periods. In the event of such renewal, the scope of services, deliverable dates, and contract amount may be negotiated.

1.6.2. Governing Law

The RFP and any resulting contract and work orders shall be governed, construed, and interpreted in accordance with the laws of the State of Texas (but not rules governing conflicts of law issues).

1.6.3. Venue

Any action or proceeding related to this RFP and any resulting contract and work orders shall be brought as a separate action in Travis County, Texas and venue is proper in only such county.

1.6.4. Additional Terms and Conditions

Any terms and conditions attached or submitted with RFP Response will not be considered by TWIA unless the Respondent specifically refers to them and requests approval by TWIA of such terms and conditions. Such Respondent's terms and conditions may result in the disqualification of the RFP response. See also sections 3.9 and 3.10 of this RFP.

1.6.5. Amendments

Any resulting contract may be amended only upon the issuance of a revision prior to the service being provided. During the term of a resulting contract, if any, and any extensions or renewals, TWIA reserves the right to request revisions or modifications as is determined to be in the best interests of TWIA. TWIA reserves the right to add or delete similar services and to adjust Selected Contractor's compensation accordingly by issuing a revision.

1.6.6. Independent Contractor

Respondent shall serve as an independent contractor in providing services under any contract resulting from this RFP. Respondent and Respondent's Employees shall not be employees of TWIA.

1.6.7. Minimum Qualifications for Consideration of Proposals

To be entitled to consideration, proposals must clearly indicate that Respondents have available the necessary qualified personnel, skills, organization, and facilities to fulfill all the services required under this RFP and any resulting contract.

1.6.8. No TWIA Obligations for Costs

TWIA accepts no obligations for costs incurred in responding to this RFP in anticipation of being awarded a contract. All of the costs and expenses incurred by any Contractor or prospective Contractor in connection with or arising out of its possible or actual response to this RFP, including without limitation the cost of developing and preparing a response, shall be entirely the responsibility of the Contractor and shall not be borne or reimbursed directly or indirectly by TWIA, whether or not (a) the prospective Contractor formally submits a response; (b) such response, if submitted, is rejected by TWIA; (c) the Contractor is awarded the contract; or (d) the RFP is withdrawn by TWIA.

1.6.9. Selected Contractor's Obligations

1.6.9.1. The Selected Contractor has the sole ultimate responsibility for all actions necessary to ensure that the project meets the requirements of the awarded contract, unless specifically designated otherwise therein. Except as explicitly provided, all costs incurred in the performance of any contract awarded pursuant to this RFP shall be borne by the Selected Contractor.

1.6.9.2. Selected Contractor will be responsible for the performance of any contractual obligations that may result from an award based on this RFP and shall not be relieved of non-performance of any or all subcontractor(s).

1.6.10. Press Releases

Press releases pertaining to this RFP and/or any resulting contract or the services to which they are related shall not be made without the prior written approval of TWIA, and then only in accordance with explicit written instructions from TWIA. The disclosure of the contents of proposals prior to the award of a contract under this RFP may result in disqualification.

1.6.11. Misunderstanding or Lack of Information

1.6.11.1. Contractors who respond to this RFP must be thoroughly informed concerning all relevant facts, data, and estimates, which are necessary for the purpose of assembling a proposal, and concerning all difficulties that may be encountered in managing or operating the project under the contract. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered will be accepted as an excuse for any failure or omission on the part of the Selected Contractor to fulfill in every detail all of the requirements of

the contract or will be accepted as a basis for any claim whatsoever for additional compensation.

- 1.6.11.2. By submitting a response, each Contractor acknowledges and agrees that it fully understands and will abide by the terms and conditions of this RFP and it will not make any claims for, or have any rights to, cancellation or relief without penalty because of any misunderstanding or lack of information.

1.6.12. Compliance with RFP Requirements

By submitting a response, acknowledging and accepting the contract, or delivering any services under the contract, Contractor acknowledges, accepts, and agrees to all terms of the contract, including, but not limited to, this RFP. A response to this RFP is an offer to contract with TWIA based upon the terms, conditions, and specifications contained in this RFP. Proposals and responses do not become part of a contract or agreement with TWIA unless and until they are accepted and agreed to by TWIA. All parts of this RFP are incorporated as part of any resulting contract for all purposes. TWIA, in its sole discretion, may disqualify a proposal from consideration if TWIA determines a proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

1.6.13. Binding Effect of Proposal

Unless otherwise agreed in writing and signed by TWIA, each Contractor agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services. By submitting a proposal, the Contractor commits to providing the goods and services required at the prices set forth in its proposal. Proposals must be valid for 90 calendar days following the proposal receipt date. Proposed rates must be firm and guaranteed for the initial contract period.

1.6.14. Rejection of Proposal and Cancellation of RFP

Issuance of this RFP does not constitute a commitment on the part of TWIA to award a contract. TWIA is under no obligation to award any contract as a result of this RFP. TWIA maintains the right to reject any or all proposals and to cancel this RFP. TWIA reserves the right to reject, in its sole discretion, any or all RFP responses and all or any part of any response and waive minor technicalities. TWIA's waiver of any deviations in any response will not constitute a modification of this RFP and will not preclude TWIA from asserting all rights against Selected Contractor for failure to fully comply with all terms and conditions of this RFP.

1.6.15. Right to Amend, Modify, or Withdraw the RFP

TWIA reserves the right to alter, amend, or modify any provisions of this RFP or to rescind, revoke, or withdraw this RFP, in whole or in part, at any time prior to the award of any contract

1.6.16. Written Questions and Official Response

Contractors may submit written questions addressed to the TWIA contact person identified in section 1.2. All questions must be received, in writing via email, by the TWIA contact person no later than 9 a.m. Central Time on January 13, 2012. The email reference line must state: TWIA-0001 Actuarial Services . Questions and Answers. Questions may also be faxed. Telephone inquiries will not be answered. It is the sole responsibility of Respondents to verify timely receipt of faxed questions. Responses to timely submitted questions that are not already addressed in the RFP will be posted on the TWIA website on [January 16, 2012].

1.6.17. Ambiguity, Conflict, Discrepancy, Exclusionary Specification, or Omission

If a Contractor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this RFP, Contractor shall immediately notify, in writing, the TWIA contact person specified in section 1.2. If a Contractor fails to notify the TWIA contact person of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the Contractor shall submit a response at its own risk; and, if awarded a contract, the Selected Contractor shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.6.18. No Alterations or Withdrawals of Response after Deadline

Responses cannot be altered or amended after the deadline specified on page 1 of this RFP. Any alterations made before this deadline must be initialed by Contractor or Contractor's authorized agent. No responses can be withdrawn after the deadline without approval by TWIA of Contractor's written explanation for withdrawal.

1.6.19. Facsimile Responses

Facsimile responses to this RFP will not be accepted. TWIA is not responsible for failure of electronic equipment or operator error. Responses that are late, illegible, incomplete, or otherwise non-responsive will not be considered.

1.6.20. Mail Preferred; TWIA Not Liable

RFPs are issued to allow sufficient time for receipt of the preferred mail response. TWIA is not responsible for responses received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error.

1.7. Respondent Affirmations and Certifications

1.7.1. DTPA; Unfair Business Practices

Respondent represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit and that Respondent has not been found to be guilty of such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit and that such officers have not been found to be guilty of such practices in such proceedings.

1.7.2. Immigration

Respondent represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the contract. Respondent represents and warrants that it also will comply with the requirements of the Immigration Act of 1990, and any other applicable federal immigration law.

1.7.3. Equal Opportunity

Respondent represents and warrants that it will comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex, or national origin.

1.7.4. Economic Opportunity

Respondent represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any TWIA employee in connection with this RFP and any resulting contract.

1.7.5. Antitrust

Respondent represents and warrants that neither Respondent nor any firm, corporation, partnership, or institution represented by Respondent, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of Texas codified in section 15.01, et. seq. Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly Respondent's response to any competitor or any other person engaged in such business.

1.7.6. No Conflicts

Respondent represents and warrants that Respondent has no actual or potential conflicts of interest in providing the services to TWIA under any resulting contract and that Respondent's provision of services under the contract would not reasonably create an appearance of impropriety. Respondent certifies that Respondent has no financial or other interest in TWIA.. This section does not include the payment to Respondent of the compensation authorized by the terms of the contract.

1.7.7. Financial Interests

Respondent represents and warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from TWIA for participation in preparation of the RFP or other specifications for this RFP and any resulting contract.

1.7.8. ADA

Respondent represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA).

1.7.9. False Statements; Breach of Representations, etc

By signature to Respondent's Proposal or Response, Respondent makes all the representations, warranties, guarantees, certifications, and affirmations included in this RFP. If Respondent signs the Proposal or Response with a false statement or it is subsequently determined that Respondent has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this RFP, Respondent will be in default under the contract.

1.7.10. Indemnity Clause

Respondent shall defend, indemnify, and hold harmless TWIA, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of respondent or any agent, employee, subcontractor, or supplier of respondent in the execution or performance of this contract.

1.7.11. Felony Criminal Convictions

Respondent represents and warrants that the Respondent or the Respondents employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised TWIA as to the facts and circumstances surrounding the conviction.

2. Specifications

2.1. Overview

The Texas Windstorm Insurance Association (TWIA) is requesting sealed competitive bids for the actuarial services described below. Section 2.2 provides a description of the services to be provided under this contract. Selected Respondent will be responsible for performing all of the services and for complying with all of the requirements of this RFP. All bid pricing must be completed as required in Section 4 of this RFP.

2.2. Description of Services

2.2.1. Required Services

2.2.1.1. Rate Review

Contractor must conduct a thorough review of TWIA's overall rate level and rate structure for both residential and commercial property insurance, and prepare a report for the TWIA Board of Directors (the "Board") with the findings, including an indication of the overall rate needed to achieve rate adequacy, consistent with the "Statement of Principles Regarding Property and Casualty Ratemaking" of the Casualty Actuarial Society and using methodology that complies with the Actuarial Standards of Practice established by the Actuarial Standards Board in the US.

2.2.1.2. Structural Changes

Contractor must identify and present possible structural changes to TWIA's rate program and the implications of those changes for possible rate changes in a format specified by TWIA.

2.2.1.3. Rate Filing

Based upon direction from the TWIA Board, Contractor must prepare a rate filing and supporting documentation for consideration by TDI.

2.2.2. Schedule

For purposes of responding to this RFP, Contractor must provide a proposed work plan and estimated timeline for each service listed under 2.2.1. TWIA has targeted a July 1, 2012 effective date for the filing required in section 2.2.1.3 of this RFP. If this date is not feasible, Contractor must indicate in its RFP response an alternative date for implementation of all changes, as well as recommendations for incremental implementation.

2.2.3. Confer with TWIA and TDI

Contractor must be available to confer and to discuss by telephone or in person, at the discretion of TWIA or TDI, the status of the actuarial work and other matters related to the Contractor's agreement with TWIA.

2.2.4. Other Goods and Services

TWIA may request that Selected Contractor provide additional services throughout the term of any resulting contract. A contract amendment will be executed to reflect any additions or deletions of the services. Costs for any additional services associated with other miscellaneous or special projects must be negotiated by the parties.

2.3. Qualifications and Experience of Respondent

- 2.3.1.** Selected Contractor must be an expert or qualified with significant experience to advise TWIA staff in all areas described above.
- 2.3.2.** Selected Contractor must dedicate to any resulting contract a sufficient number of qualified employees to provide all services in the manner required by and within the time requirements of TWIA's contract.
- 2.3.3.** All actuaries named to provide services as part of any resulting contract with TWIA must possess one of the following designations: 1) Fellow of the Society of Actuaries, FCAS, or 2) Associate of the Society of Actuaries, ACAS.
- 2.3.4.** TWIA requires all lead and senior actuaries to have a minimum five (5) years experience in actuarial work related to residential and commercial property insurance. Actuarial assistants may be used in conjunction with senior staff actuaries to the extent that Respondent provides a detailed description of how the Respondent will oversee and guarantee the quality of work performed by actuarial assistants.
- 2.3.5.** Further, Respondent must demonstrate that experienced senior staff actuaries will provide at minimum fifty percent (50%) of the staff time dedicated to this project. There should be minimal use of actuarial students and assistants.

2.4. Additional Requirements

- 2.4.1. Conflicts of Interest**

TWIA wishes to minimize the potential for conflict of interest. Respondents must submit a complete list of insurers or other business entities for which the actuary or actuarial firm performs or reasonably expects to perform services. Employment by such entities will not disqualify a Respondent from consideration. Respondents must include a description of efforts the Respondent will undertake to minimize or eliminate potential conflict of interest.
- 2.4.2. Standards of Performance**

Respondent must meet and comply with the Standards of Performance described in this RFP, including all requirements of the contract and all laws, regulations, standards, and other requirements applicable to a Fellow of the Casualty Actuarial Society or an Associate of the Casualty Actuarial Society as described on the website found at <http://www.casact.org/>.
- 2.4.3. Quality Assurance**

Respondent must conduct a quality assurance review of all work performed under the contract. TWIA will report any substandard work by Respondent to the appropriate licensing or governing board.

2.4.4. Unsatisfactory Performance

Respondent understands that all of its employees who provide work under TWIA's contract are subject to removal from awarded contract if not performing satisfactorily. TWIA shall notify the Respondent by written notice of unsatisfactory performance and removal from TWIA's contract for any affected Employee. The Respondent must remove the affected employee within 24 hours of TWIA's notice for removal. This right of removal is in addition to TWIA's rights to terminate Respondent's contract under the terms and conditions of this RFP.

2.4.5. Reporting Responsibilities

Respondent must provide all status and progress reports, oral and written, as directed by TWIA and as otherwise required by this RFP. Written reports on specific topics will be required according to a schedule and deadlines mutually agreed upon by TWIA and Selected Contractor.

2.4.6. Requests for Services

Requests for services placed by TWIA employees will not be honored by TWIA unless the request has been approved by the TWIA Contact Person or his or her delegate for this specific purpose. The designated TWIA Contact Person or his or her delegate may be changed by written correspondence from TWIA to Respondent.

2.5. Contract Cap on Compensation

The contract will include a maximum dollar amount or total dollar cap that TWIA determines, in its sole discretion, is the maximum amount that Respondent may invoice to TWIA. TWIA may, in its sole discretion, increase this maximum by written notification to Respondent. TWIA's written notification will be accomplished by TWIA's issuance of a contract amendment that will reference this section.

2.5.1. Monitoring of Funds

Respondent must track the balance of funds remaining under the contract at all times. Respondent shall not begin any work, and must notify the TWIA contact person immediately, if the contract balance does not accommodate expenses that will occur.

2.5.2. Notice to TWIA

Respondent must notify the TWIA contact person when the balance of funds remaining under the contract reaches 10% of the total contract value.

2.6. Travel Costs

TWIA will not reimburse travel costs or costs for meals, lodging, or any other out-of-pocket expenses incurred in conducting the work required under any contract resulting from this RFP. All travel related expenses shall be borne entirely by the Selected Contractor.

2.7. Invoices

Pursuant to the terms of any resulting contract, on a monthly basis, Selected Contractor will furnish an invoice to [insert TWIA Department] by the fifth working day of the following month for services rendered and expenses incurred the previous month. TWIA will not make pre-payments to Selected Contractor under any resulting contract.

2.8. Proprietary Interests

All work-papers, data, materials, testimony, information, and reports developed by Respondent in draft form will remain the property of Respondent and will be subject to modifications by Respondent until delivery of the final work-papers, data, materials, information, and reports required by the contract or until termination of the contract, whichever is earlier. Upon completion of services or upon termination of the contract, whichever is earlier, Respondent will provide to TWIA all original work-papers, data, materials, testimony, information, and reports produced by Respondent during the performance of these services, and such work-papers, data, materials, testimony, information, and reports will be the sole property of TWIA. Respondent retains no proprietary interest in the work-papers, data, materials, testimony, information, and reports furnished by Respondent to TWIA or available to TWIA under the contract and such work-papers, data, materials, testimony, information, and reports will be the sole property of TWIA. Respondent will retain copies of its original work-papers, data, materials, testimony, information, and reports delivered to TWIA under the contract.

3. Terms and Conditions

3.1. Compliance with Requirements

A response to this RFP is an offer to contract with TWIA based upon the terms, conditions, and specifications contained in this RFP. **Offers and RFP responses do not become part of a contract with TWIA unless and until they are accepted and agreed to by TWIA.** In submitting a response to this RFP, all Respondents agree to comply with all requirements of this RFP and any resulting contract, including the following RFP Parts: General Information, Specifications, Terms and Conditions, and Proposal/Response Format. All parts of this RFP are incorporated as part of any resulting contract for all purposes.

3.2. Open Records; Reissuance

All RFP responses become the property of TWIA and may be subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. TWIA may reissue another RFP for the services as described in this RFP or similar services at any time.

3.3. Pricing

All pricing must be submitted in accordance with the Mandatory Pricing Form, section 4.2.19, included in Section 4 of this RFP and must comply with these requirements. Responses subject to unlimited price increases will not be considered. Responses subject to percentage price increases will not be considered, except as stated in Section 4 of this RFP.

3.4. Additional Specifications

Respondents guarantee and warrant that their RFP responses will meet or exceed all specifications of this RFP. No substitutions or cancellations are permitted without prior written approval of TWIA. TWIA will not be bound by any oral statements or representations contrary to the written specifications of this RFP.

3.5. Attachments

TWIA will not consider any terms and conditions or other documents attached to a response as part of the RFP Response unless the Respondent specifically and prominently refers to each of them on page 1 of the RFP Response. TWIA reserves the right, in its sole discretion, to reject any Respondent terms and conditions or other documents or attachments as part of Respondent's RFP Response.

3.6. Unacceptable Terms in Respondent's Response

Respondent's Response to this RFP, including any attachments thereto, will be incorporated as part of the executed contract to the extent the response does not conflict with this RFP. Any terms submitted by Respondent, regardless of whether such terms conflict with this RFP and/or contract, which conflict with or are in violation of Texas law, are void regardless of whether TWIA accepts such terms or is deemed to have accepted such terms.

Unacceptable terms and conditions included in a Respondent's RFP response may result in disqualification of the response. If an award is made to such a Respondent, such terms and conditions are void and are not part of a contract between Respondent and TWIA.

3.7. Incorporation of Entire RFP

This RFP will become part of the terms and conditions of all responses and any contract awarded as a result of this RFP. Any exception to the requirements of this RFP must be specifically noted in writing and explained by Respondent in its RFP response as a condition to becoming part of any subsequent contract. Any exceptions must be expressly agreed to by TWIA in writing and by reference to the particular section of this RFP for which an exception is acceptable. Notwithstanding any other agreement or provision of this RFP to the contrary, any exceptions are subject to the limitations described in this RFP.

3.8. Agreement between TWIA & Respondent

If TWIA makes a contract award as a result of the issuance of this RFP, the entire agreement between TWIA and Respondent will consist of the contract executed by TWIA and Respondent. This RFP and Respondent's response, subject to the limitations described in this RFP, will be incorporated as part of the executed contract.

3.9. Conflicting Provisions

Unless expressly authorized by the executed contract by reference to this section, in the event of conflicting terms or provisions between this RFP, the contract, and Respondent's response, this RFP and the executed contract will control.

3.10. Authority to Bind TWIA; Execute Documents

Unless expressly delegated by the Board of Directors, TWIA, or unless expressly authorized by this RFP, only the Board of Directors, TWIA or its delegate has authority to execute any documents or grant any permissions on behalf of TWIA with respect to agreements between Respondent and TWIA.

3.11. Specifications; Performance

Respondent will provide the services described in this RFP in the manner and quality described in the requirements of this RFP. Respondent's failure to conform to all requirements of this RFP may, among other things, result in TWIA's cancellation of all or part of the contract.

3.12. No Prepayments

TWIA will not prepay for any services provided to TWIA by Respondent in its performance under the contract.

3.13. Refunds

Respondent will promptly refund or credit within thirty (30) calendar days any erroneously paid funds that are not expressly authorized under the contract.

3.14. Invoices

For all services that have been delivered and accepted by TWIA, Selected Contractor will submit one (1) copy of an itemized invoice, which indicates the contract number on both copies, to TWIA, Accounting, 5700 S MoPac, Bldg E, Austin, TX 78749. Invoices that are received by TWIA's Accounting which are otherwise received in non-conformance with all of the requirements of this RFP or the contract will be returned to Respondent unpaid or will be held by TWIA until proper documentation is submitted.

Prior to authorizing payment to Selected Contractor, TWIA will evaluate Respondent's performance in accordance with the performance standards set forth in all documents constituting this contract. No payment whatsoever shall be made under any resulting contract without the prior submission of detailed, correct invoices.

3.15. Termination and Cancellation Circumstances

The contract may be terminated or canceled in any one of the following circumstances:

3.15.1. Mutual Agreement

Upon the mutual written agreement of TWIA and Respondent, the contract may be terminated or canceled.

3.15.2. TWIA Upon 30 days Notice

TWIA may, in its sole discretion, terminate or cancel the contract with thirty (30) days written notice to Respondent. In the event of such termination, Respondent shall be paid for all services provided prior to the date of the termination.

3.15.3. Respondent's Nonperformance

If Respondent fails to comply with any requirement of the contract, including, but not limited to, this RFP, TWIA may immediately terminate or cancel all or any part of the contract, may obtain substitute goods and/or services, may withhold acceptance and payments to Respondent, may revoke any prior acceptance, may require Respondent to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against Respondent under the contract and any applicable law.

3.15.4. Breach of Material Term

Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate the contract for breach of a material term or condition of the contract, provided the breaching party shall not have cured such breach within the thirty (30) day period. In the event of such termination, Respondent shall be paid for all services provided prior to the date of the termination.

3.15.5. Bankruptcy

Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against the Respondent, TWIA may terminate the contract for cause without notice. Such termination will be effective upon the date of such filing or upon the date of such judgment.

3.15.6. Cause/Default

If the Respondent fails to provide the goods or services contracted for according to the provisions of the contract, or fails to comply with any of the terms or conditions

of the contract, TWIA may, upon written notice of default to the Respondent, immediately terminate all or any part of the contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under the contract.

TWIA may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the contract, or to recover damages for the breach of any agreement being derived from the contract. The exercise of any of the foregoing remedies will not constitute a termination of the contract unless the TWIA notifies the Respondent in writing prior to the exercise of such remedy. Respondent shall remain liable for all covenants and indemnities under the contract. Respondent shall be liable for all costs and expenses, including court costs, incurred by the TWIA with respect to the enforcement of any of the remedies listed herein.

TWIA expressly reserves any and all legal remedies to which it may be entitled to collect any and all damages directly or indirectly resulting from breach of contract by Respondent or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of the Respondent. TWIA reserves the right to pursue any and all applicable rights and remedies if the contract is terminated for any reason and TWIA expressly waives no such rights or remedies.

3.16. Substitute Services

In the event TWIA terminates or cancels the contract for Respondent's nonperformance or for cause, TWIA may procure, upon such reasonable terms and in such manner as it deems appropriate, substitute services similar to those so terminated or canceled and Respondent will be liable to TWIA for any excess or additional costs incurred by TWIA in acquiring such services plus court costs and attorneys' fees. TWIA's recovery of costs under this section is in addition to any other remedies available to TWIA under the contract and/or under applicable law.

3.17. Notice of Termination or Cancellation Delivery

Any termination by TWIA of the contract that requires notice may be accomplished by TWIA's delivery to Respondent of a notice of termination or cancellation specifying that the contract is terminated or canceled.

3.18. Termination or Cancellation Effectiveness

Unless otherwise specified in this RFP or the contract, any termination or cancellation of the contract will be effective upon the date specified in TWIA's notice of termination or cancellation.

3.19. TWIA Not Liable Upon Termination

If the contract is terminated for any reason, TWIA will not be liable to Respondent for any damages, claims, losses, or any other amounts arising from or related to any such termination.

3.20. Respondent Assignments

Respondent assigns to TWIA any and all claims for overcharges associated with this contract that arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq., and that arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Section 15.01, *et seq.*

3.21. TWIA's Tax Exemption Payment of Taxes by Respondent

Respondent will be responsible for payment of all taxes, including, but not limited to income tax, withholding tax, social security tax, pension contributions, and any other form of payroll or other taxes, for all Respondent's Employees.

3.22. Warranties

Notwithstanding any disclaimers in any RFP response or other Respondent document and notwithstanding any other provision of this RFP or the contract to the contrary, Respondent warrants and guarantees that all services shall meet all specifications of the executed contract, including but not limited to this RFP.

3.23. Limitation on Authority; No Other Obligations

Respondent will have no authority to act for or on behalf of TWIA except as expressly provided for in any awarded contract; no other authority, power, or use is granted or implied. Respondent may not incur any debt, obligation, expenses, or liability of any kind on behalf of TWIA.

3.24. No Other Benefits

Respondent has no exclusive rights or benefits other than those set forth herein.

3.25. Parties Bound

The contract will be binding upon and inure to the benefit of TWIA and Respondent and to their respective heirs, executors, administrators, legal representatives, and successors.

3.26. Assignment

Respondent may not assign this RFP and any resulting contract, in whole or in part, and may not assign any right or duty required under the RFP or awarded contract without the prior written consent of TWIA. Respondent will have no right to transfer, assign, or pledge as security for a debt all or any part of Respondent's interest in any resulting contract without the prior written consent of TWIA. Any attempted assignment in violation of this section shall be void and without effect.

3.27. No Waiver

No provision of this RFP and/or contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TWIA or otherwise available to TWIA. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TWIA by law will not constitute a waiver of any privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

3.28. Confidentiality of Information

Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information, or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law (“Confidential Information”) and received from TWIA or such Confidential Information to which Respondent has access as a result of or in the course of performing services under this contract without the prior written consent of TWIA. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent’s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this RFP and any resulting contract shall prohibit or limit either party’s use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as TWIA’s agent in providing services under the contract and will defer to TWIA’s decision as to compliance with and other matters related to such subpoena or other process.

3.29. Personal Injury; Property Damage

Respondent will be liable for any bodily injury or personal injury to any individual caused by any of Respondent’s employees during any assignment under the terms of the contract. In the event of loss, destruction, or damage to any TWIA property by Respondent’s employees, Respondent will indemnify TWIA and pay to TWIA the full cost of repair, reconstruction or replacement, at TWIA’s election. Respondent will reimburse TWIA for such property damage within thirty (30) calendar days after receipt of TWIA’s notice of amount due to Respondent. This provision survives the termination or expiration of any awarded contract.

3.30. Indemnification

Respondent will indemnify, save and hold harmless TWIA, its officers, agents, representatives, and employees, from any and all claims, actions, suits, demands, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys’ fees and court costs, accruing or resulting from or related to Respondent’s provision of services or performance under the contract. Respondent will indemnify, save and hold harmless TWIA, its officers, agents, and employees, from any and all claims, actions, suits, demands, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys’ fees and court costs, arising from or related to acts, errors, or omissions of Respondent or Respondent’s employees. This provision survives the termination or expiration of any awarded contract.

3.31. Patent, Trademark, Copyright Infringement

Respondent will defend and indemnify TWIA against claims of patent, trademark, copyright, trade secret, or other proprietary rights, violations, or infringement to the extent arising from TWIA’s or

Respondent's use of or acquisition of any services, reports, materials, information, or other items provided to TWIA by Respondent or otherwise to which TWIA has access as a result of Respondent's performance under the contract, provided that TWIA will notify Respondent of any such claim within a reasonable time of TWIA's receiving notice of any such claim. Respondent will pay all reasonable costs of TWIA's counsel. If Respondent is notified of any claim subject to this section, Respondent will notify TWIA of such claim within five (5) working days of such notice. If TWIA determines that a conflict exists between its interests and those of Respondent or if TWIA is required by applicable law to select separate counsel, TWIA will be permitted to select separate counsel and the reasonable costs of such TWIA counsel will be paid by Respondent. Respondent will make no settlement of any such claim without TWIA's prior written approval. Respondent will reimburse TWIA for any claims, damages, costs, expenses, or other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim.

3.32. Support Documents; Inspection of Records

Respondent will maintain and retain required records and supporting fiscal documents. These records and supporting fiscal documents will be maintained and retained by Respondent for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to any awarded contract for purposes of inspecting, monitoring, auditing, or evaluating by TWIA.

3.33. Notices

Any written notices required under the contract will be by either hand delivery to Respondent's office or to TWIA's Austin office, [James Murphy], or by U.S. Mail, certified, return receipt requested, addressed to the appropriate address listed above in this section. Notice will be effective on receipt by the affected party. TWIA and Respondent agree that either party may change the designated notice address in this section by written notification to the other party.

3.34. Force Majeure

TWIA may grant relief from performance of the contract if Respondent is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Respondent. The burden of proof for the need of force majeure relief under this section will rest upon Respondent. To obtain release based on force majeure, Respondent must file a written request with TWIA.

3.35. Subcontracts

Respondent will notify TWIA of any use of subcontractors for any of the services required under the awarded contract. Respondent expressly understands and acknowledges that, in entering into any subcontract, TWIA is not liable to any subcontractor of Respondent for any amounts. Respondent will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this procurement as if such performances were rendered by Respondent.

3.36. Title and Ownership

TWIA will receive and Respondent will convey to TWIA title, ownership, and licenses, whichever is applicable to all services under the contract.

3.37. Severability

If any provision of the contract will, for any reason, be held to violate any applicable law, and so much of the contract is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions; such other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the contract, in which event the contract will be canceled.

3.38. Change Management

Respondent agrees that the key personnel assigned to the contract shall remain available for the entirety of the project throughout the term of the contract as long as that individual is employed by the Respondent or unless the TWIA agrees to a change in the key personnel.

3.39. Federal, State, and Local Requirements

Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard workers' compensation insurance coverage. Respondent shall comply with all federal and State tax laws and withholding requirements. TWIA shall not be liable to Respondent or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Respondent shall indemnify TWIA and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this section.

3.40. Entire Agreement

Except as expressly provided otherwise herein, the contract will represent the entire agreement by and between TWIA and Respondent regarding the subject matter of this RFP. This agreement may not be changed except by TWIA's written contract revision.

3.41. Dispute Resolution

TWIA and Respondent will first attempt to resolve disputes through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute will be mediated by a mutually acceptable third-party to be chosen by TWIA and Respondent within fifteen (15) days after written notice by one of them demanding mediation under this Section. Respondent will pay all costs of the mediation unless TWIA, in its sole good faith discretion, approves such or some portion of such costs. By mutual agreement, TWIA and Respondent may use a non-binding form of dispute resolution other than mediation. The execution of a contract by TWIA or any other conduct of any representative of TWIA relating to a contract shall not be considered or construed as a waiver by TWIA of any rights, privileges, defenses, or immunities available to TWIA or as a waiver of TWIA's termination rights or other termination provisions or expiration dates of the contract. To the extent consistent with other Texas Law, any non-binding dispute resolution process conducted under the terms of this section will be confidential within the meaning of Tex. Civ. Prac. & Rem. Code Ann. §§ 154.053 and 154.073.

3.42. Default

If Selected Contractor is found to be in default under any provision of any resulting contract, TWIA may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Selected Contractor will be responsible for paying damages to TWIA, including but not limited to re-procurement costs, and any consequential damages to TWIA resulting from Selected Contractor's non-performance. The defaulting Selected Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

3.43 Proof of Insurance

Respondent will be required to provide proof of professional liability insurance covering errors and omissions upon entering into a contract with TWIA within 48 hours of the effective date of such contract.

3.44 Acceptance of Terms

By submitting a response, acknowledging and accepting the contract, or delivering any services under the contract, Respondent acknowledges, accepts, and agrees to all terms of the contract, including, but not limited to, this RFP.

4. Proposal/Response Format

4.1. Respondent Documents

All Respondent's documents that are related to the requested services, this RFP, the Bid Responses, or the contract, if any, are collectively referred to in this RFP as "Respondent Documents." Responses must include copies of all Respondent documents. TWIA reserves the right to reject all Respondent documents that are not included or submitted with RFP Responses. Respondent documents that are not submitted with Respondent's RFP response will not be accepted or considered part of the response or any resulting contract.

4.2. Mandatory Response Requirements

The RFP response/proposal must be responsive to all requirements set forth in this RFP and prepared according to the format described in this RFP.

4.2.1. Proposal Format

All proposals submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFP. All pages must be numbered. Failure to arrange the proposal in the manner set forth in this RFP may result in disqualification. Proposals must be concise and clear. In responding, the Respondent shall provide all information that the Respondent believes would be helpful to TWIA in establishing its ability to perform the services described in this RFP and to comply with the requirements of this RFP and any resulting contract.

4.2.2. Signature; Original and Six (6) Copies for responses submitted by mail

All Responses must be typewritten and legible. All Respondents must sign this RFP in ink. Failure to manually sign the RFP automatically disqualifies the response. The person signing Respondent's response must show title or authority to bind his or her firm in a contract. Respondents must submit an original response (with original signature) and six (6) copies. Email copies require an electronic signature which will be considered an original signature.

4.2.3. Sealed Envelope or Email

All proposals must be submitted in a sealed envelope and include a label which reads: "PROPOSAL RESPONSE FOR ACTUARIAL SERVICES-- RFP NO. 0001-Actuarial Svcs. TO BE OPENED ONLY BY TWIA." Or (ii) via email to "RFP@twia.org with the following subject line: : "PROPOSAL RESPONSE FOR ACTUARIAL SERVICES-- RFP NO. 0001-Actuarial Svcs. TO BE OPENED ONLY BY TWIA."

4.2.4. Transmittal Letter

The first page of the proposal must be a Letter of Transmittal that includes the information specified below.

4.2.4.1. A commitment by the Respondent to provide the services required by TWIA in this RFP.

- 4.2.4.2. A statement that the proposal is valid for 90 calendar days from the day after the date that the proposals are delivered to TWIA. Any proposal containing a term of less than 90 calendar days for acceptance will be rejected by TWIA as non-responsive.
- 4.2.4.3. A dated signature of a person(s) legally authorized to bind the Respondent to the terms and conditions contained in this RFP and to comply with the information and representations submitted in the proposal. The proposal must state that the signatory is authorized to bind the Respondent to the terms and conditions set forth in this RFP. Proposals submitted without the required signature will be disqualified.
- 4.2.4.4. A statement certifying to the completeness, veracity, and accuracy of the information provided in the proposal.
- 4.2.4.5. A statement of acceptance of the terms and conditions of the contract resulting from this RFP. If any Respondent takes exception to any of the proposed terms and conditions, those exceptions must be noted in the Letter of Transmittal. Each Respondent should realize, however, that failure to accept the terms and conditions specified in this RFP may result in disqualification of the proposal.

By submitting a signed proposal, Respondent agrees that it fully understands this RFP and shall abide by the terms and conditions contained in it. Any exception to the requirements of this RFP must be specifically noted in writing and explained by Respondent in its RFP response as a condition to becoming part of any subsequent contract.

4.2.5. Respondent's Identifying Information

The Respondent must provide the information specified below in the section of its response titled Respondent's Identifying Information.

- (a) Names, address, telephone, and fax numbers of the entity submitting the proposal.
- (b) Type of business entity (i.e., corporation, partnership, trust, association, subsidiary).
- (c) The place of incorporation, if applicable.
- (d) The location(s) of all the major offices, locations, and other facilities that relate to the Respondent's performance under the terms of this RFP.
- (e) An organizational chart of the Respondent. Include all parent, subsidiary, and affiliate companies and explain their relationship to the Respondent.
- (f) The Respondent's Federal employer identification number.
- (g) Name of contact person for Respondent and title.
- (h) Length of time in business.
- (i) State whether or not Respondent is or has ever been involved in litigation against TWIA, and indicate whether or not Respondent has had a claim or lawsuit, as they pertain to actuarial services, filed against it within the last five (5) years.

4.2.6. Executive Summary

Each Respondent must provide an executive summary of the response, excluding cost information that asserts that the Respondent is providing, in its response, all of

the goods and/or services that meet the requirements of this RFP. If Respondent is providing services beyond those specifically requested, those services must be identified. If Respondent is offering services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. Each Respondent should realize, however, that failure to provide the services specifically required may result in disqualification. The Executive Summary must not exceed three pages and should represent a full and concise summary of the contents of the proposal.

4.2.7. Understanding of Services to be Performed

- 4.2.7.1. Respondent must demonstrate its understanding of the services set forth in this RFP. The Respondent must provide detailed information specifically addressing Part 2 of the RFP.
- 4.2.7.2. Respondent may propose any additional services that it believes should be included as part of any resulting contract if, in its judgment, their inclusion is necessary to the accomplishment of project objectives or would increase the value of the outcome of the project to TWIA.

4.2.8. Contact, References, and Other Information

Unless otherwise indicated, Respondents must complete all of the following blanks and include all required attachments in its Response.

- 4.2.8.1. Respondent must list the name, title, phone number, and fax number of at least two (2) individuals who will be the contact persons for this RFP and who have the authority to respond to questions from TWIA.

Name	_____
Title:	_____
Phone Number:	_____
Fax Number:	_____
Email:	_____
Name	_____
Title:	_____
Phone Number:	_____
Fax Number:	_____
Email:	_____

- 4.2.8.2. References
Respondents must provide a separate list of all other entities for which Respondent within the past five (5) years has provided services similar to those requested in this RFP. Respondents must give the client organization's name and describe the service performed, the service's beginning and ending dates, results obtained, and current status of the project. Respondents must provide the name, title, telephone number, and email address of the key contact(s) at the client organization. If none, Respondent must provide an explanation.

If comparable actuarial services have not been provided, Respondent must submit references for actuarial services in matters relating to insurance or other areas of financial activity compatible with the business of insurance. As a minimum, provide a brief description of the project, current client information (including names and phone numbers), dates services were performed, specific services Respondent provided, size of the project, delivery approach, and project costs at completion.

4.2.9. Conflicts or Potential Conflicts of Interest

Respondent must provide a statement of any conflicts or potential conflicts of interest of Respondent or Respondent's employees, who will or may provide services under any contract resulting from this RFP. Failure to disclose all conflicts or potential conflicts of interest may result in Respondent being disqualified and may result in cancellation of the contract. In submitting a response, Respondent certifies that, except as disclosed under the provisions of this section, Respondent possesses the necessary independence in the provision of services sought by TWIA under this RFP.

4.2.10. Qualifications

4.2.10.1. Respondent must specifically detail the names, qualifications, education, training, experience, and certifications of any Employee who will or may provide services under any contract resulting from this RFP. Respondent must represent and warrant that each Employee, including replacement Employees, if any, will possess the qualifications, education, training, experience, and certifications necessary to perform the services under the contract in the manner required by this RFP.

4.2.10.2. Respondent must indicate experience with rate review and filings for projects similar in scope and complexity to that described in this RFP, and provide examples of Respondent's work for such projects, including such experience in Texas. Respondent must provide specific examples of the experience. In addition, Respondent must list experience in working with government and/or regulatory entities.

4.2.10.3. Respondent must include résumés for each individual to be assigned to this project that includes at a minimum title, educational background, licenses, relevant experience, and length of service with Respondent firm and professional accreditations/certifications.

4.2.10.4. Respondent must notify TWIA of any change of personnel assigned to this project. Respondent must provide all information as listed above and obtain written approval from TWIA before any new personnel begins work on this contract.

4.2.11. Insurance and Other Security

The Respondent represents and warrants that it will obtain and maintain for the term of the contract all insurance coverage required to ensure proper fulfillment of the contract and its liabilities therein including, but not limited to, professional liability insurance as described in Section 3 of this RFP. The Respondent shall furnish proof of insurance with 48 hours of entering a contract with TWIA.

4.2.12. Cancellations and Legal Actions

Respondents must provide a list of all contracts that Respondent executed or accepted for actuarial services within the last five (5) years and that were canceled by any state agency or other entity prior to completion.

Respondent must identify any pending or completed legal actions against Respondent during the past five (5) years related to services performed.

Respondent must also state whether during the last five (5) years the Respondent has been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity.

4.2.13. Financial Soundness

Respondent must provide evidence of financial responsibility and stability for performance of the services for which a proposal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to perform any contract awarded pursuant to this RFP.

TWIA reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.

4.2.14. Changes in Ownership Conditions

The proposal must include a certification to notify TWIA of a change in ownership. If a Respondent experiences a substantial change in its ownership during the period prior to the award of any contract pursuant to the RFP, or if the Selected Contractor experiences a substantial change in its ownership during the term of the contract or any extension, TWIA must be notified of the change in writing at the time the change occurs or is identified. Failure to notify TWIA of such substantial change in ownership during the term of the contract or any extension thereof will be sufficient grounds for rejecting the proposal or terminating any contract.

4.2.15. Other Information

Respondents may include any information that Respondent considers relevant but not solicited in this RFP.

4.2.16. Mandatory Pricing Form

Respondents must provide pricing as listed below for the services described in this RFP.

4.2.16.1. Hourly Rates for Other Professional Actuarial Services

Respondent must bid firm fixed hourly rates for the individual who will provide services under this contract. If more than one individual will provide services under this contract, firm fixed hourly rates must be bid for each individual. The hourly rates must include all costs of providing all services described in this RFP; the hourly rates must be applicable to the following specific period: Effective Date of Contract: (estimated date: from date of contract) through [Insert Date], and any renewal periods.

