



TEXAS FAIR PLAN  
ASSOCIATION

# REQUEST FOR PROPOSAL

Texas FAIR Plan Association (TFPA)

Property Owners Association

Insurance Coverage

Issue Date: September 27, 2023





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**Deadline for Submission: October 18, 2023, 5:00PM CST, Austin, Texas**

Emailed proposals will be accepted until the date and time established for receipt. Proposals received later than the specified date and time will be disqualified as untimely.

**Submit proposals by email to: [vendormanagement@twia.org](mailto:vendormanagement@twia.org)**

Association Physical Address (**Do not use for submissions**)

Texas FAIR Plan Association  
4801 Southwest Parkway  
Building 1, Suite 200  
Austin, TX 78735

**To obtain a copy of this RFP (Request for Proposals) or for other inquiries, please contact:**

Brooke Adam  
Vendor and Contract Manager  
Email: [vendormanagement@twia.org](mailto:vendormanagement@twia.org)

**\*\*NOTE\*\*** Any Addendum that adds new language or replaces any language within this RFP will control over the original version.

# 1 GENERAL INFORMATION

## 1.1 Introduction

Texas FAIR Plan Association (TFPA) is an insurer of last resort, providing limited coverage for residential properties in the State of Texas for properties that cannot be insured on the general market. Properties must meet certain eligibility requirements to qualify for coverage through TFPA. TFPA is governed by Chapter 2211 Texas Insurance Code and 28 Texas Administrative Code §§ 5.9910-5.9929.

House Bill 998 (HB 998) passed this year during the 88th Texas legislative session, requires TFPA to begin offering commercial property and liability insurance for property owners' associations in areas of Texas designated by the Texas Commissioner of Insurance beginning September 1, 2024. As of September 27, 2023, the exact geographic location/area and number of potential property owners' association commercial and liability policies are unknown factors. TFPA wishes to engage the services of a Respondent to oversee all or a portion of the underwriting, policy issuance, billing, collection of premiums, and handling of claims for these property owners' association commercial and liability policies. TFPA is aware that Respondents may be able to facilitate all, or a portion of the requirements set in this Request for Proposals (RFP). TFPA is willing to accept a list of services provided to fulfill the recent legislation's requirements.

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, 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 Respondent's duties and responsibilities.

Respondents to this RFP are expected to provide TFPA with information and evidence that will permit contracting with the Respondent that provides the best value to TFPA. Respondents should include in their written proposal all requirements, terms, or conditions they may have, and should assume that no opportunity exists to add such matters after the proposal submission. Please note, however, that unacceptable terms or conditions added by Respondents may cause TFPA to reject the proposal, despite other factors in our evaluation.

## 1.2 Purpose

This RFP is to obtain proposals from qualified Respondents for Texas FAIR Plan Association (TFPA) Property Owners Association Insurance Coverage.

## 1.3 TFPA Point of Contact

The TFPA representative identified below is the sole point of contact for this RFP. All communications concerning this procurement and the proposals must be submitted by email to:

Brooke Adam  
Vendor and Contract Manager  
***vendormanagement@twia.org***

Other than the above-named contact person, neither Respondents nor their representatives may contact TFPA representatives or employees to discuss the contents of this RFP. The restriction shall not, however, preclude discussion between affected parties to conduct business unrelated to this procurement.

The contact person at TFPA for day-to-day administration of any contract that results from this RFP will be determined upon award.

## **1.4 Submission Deadline**

Proposals to this RFP must be received before the hour and date specified on page 1 of this RFP. Late responses will not be considered under any circumstances. Proposals attached to emails received after the deadline will not be opened. Dates of receipt for email proposals will be the date shown as received by our system. In no event will TFPA be liable for proposals delayed by email systems.

To be entitled to consideration, Respondents' proposals must clearly indicate that Respondents have available the necessary qualified personnel, skills, expertise, tools, equipment, systems, organization, facilities and required licensing to provide all the services required, in the manner described herein, under this RFP and any resulting contract. Proposals must demonstrate familiarity and experience with the delivery of Property Owners Association insurance policies as described in this RFP.

## **2 DESCRIPTIONS OF SERVICES/STATEMENT OF WORK**

Texas FAIR Plan Association (TFPA) is requesting sealed competitive proposals for the Texas FAIR Plan Association (TFPA) Property Owners Association Insurance Coverage services described below. The Texas Department of Insurance (TDI) has not yet issued its rule identifying the geographic area that the selected Respondent would be responsible for providing commercial property and liability policy services to. As of September 27, 2023, the number of potential commercial and liability insurance policies is unknown. TFPA is requesting that Respondents include a comprehensive list of services that they can provide, using the below list as a guide to their submission. TFPA is seeking a Respondent that can administer all or a portion of the services listed in section 2.1 with their own system and personnel.

If a Respondent cannot perform all or a portion of the services within their own organization, TFPA can select a Respondent that has an existing system that includes the requested services listed in section 2.1 and is able and willing to train TFPA staff on the Respondent's system. TFPA has the sole discretion to award a contract based on the ease of use/accessibility of the Respondent's system, training of TFPA staff on the Respondent's system, and implementation of the Respondent's system as described in the Respondent's proposal. TFPA reserves the right to offer all or a portion of the services to multiple Respondents to fulfill the requirements and deadline set forth by HB 998 and TDI.

## 2.1 Texas FAIR Plan Association (TFPA) Property Owners Association Insurance Coverage Services Requested

The Respondent must provide a system that includes the requested services as described below. The Respondent is expected to submit a detailed description of the system they use and/or can implement with TFPA and of each service provided by the Respondent's system.

### Insurance Policy Writing:

- Efficiently handle policy issuance and renewal processes.
- Ensure compliance with legal regulatory requirements and underwriting guidelines.
- Manage policy documentation, endorsements, and amendments.

### Underwriting:

- Conduct thorough underwriting assessments to evaluate risk.
- Provide timely underwriting decisions and recommendations.
- Continuously monitor and update underwriting guidelines.

### Billing and Payments:

- Generate accurate invoices and statements for policyholders.
- Process premium payments and maintain payment records.
- Handle any billing inquiries and discrepancies.

### Claims Processing:

- Efficiently process and resolve insurance claims.
- Maintain a transparent and accessible claims handling process.
- Ensure timely communication with policyholders and claimants.

### Reporting Capabilities:

- Generate and publish reports and information for purposes to include but not limited to
  - Board meetings
  - Monthly Operating Reports
  - Catastrophe events
  - Public Information Act responses

The Respondent agrees that it has or will acquire and will maintain the licenses required to perform the services described in this RFP during the entirety of the contract.

## 2.2 Other Goods and Services

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

## 2.3 Quality Assurance Review

The Selected Respondent must be willing to conduct a Quality Assurance review of all work performed under any resulting contract.

## 2.4 Status Updates

The Selected Respondent must be available to participate in meetings by telephone, virtual meeting, or in-person to discuss the status of the project and other matters covered under any Statement of Work and/or contract resulting from this RFP.

## 2.5 Timeline of Project

As required by HB 998, the execution date that is required of TFPA to administer the policy owners' association commercial and liability policies is no later than September 1, 2024. Upon the award of and finalization of a contract with one or more Respondents, TFPA will begin working immediately with the Selected Respondent to establish all systems and processes to achieve the September 1, 2024 deadline. Respondents are asked to describe their ability to establish and execute the program by September 1, 2024. If a Respondent feels they will not meet the stated deadline, TFPA requires that the Respondent include an anticipated execution date along with an explanation providing evidence and reasoning.

# 3 CONTRACT TERM AND RENEWAL OPTIONS

The term(s) of any contract(s) resulting from this RFP shall be determined during contract negotiations. TFPA shall have the option in their sole discretion to renew any resulting contracts. In the event of such renewal, the scope of services, deliverable dates, and contract amounts may be negotiated.

## 3.1 Governing Law

This 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).

## 3.2 Venue

Any action or proceeding related to this RFP and/or 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.

## 3.3 Respondent Pricing

Respondents shall offer pricing to the best of their ability under the circumstances of this RFP. If a contract results from this RFP, TFPA will not make any payments to the Selected Respondent for any costs incurred by the Selected Respondent that were not included in the Respondent's pricing sheet and approved by TFPA. TFPA will only pay for costs that are approved and allowable and in accordance with the requirements of this RFP.



### **3.4 Travel Costs**

TFPA 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 Respondent, except required travel to the TFPA Governing Committee's meetings.

### **3.5 Standards of Performance**

The Respondent must meet and comply with the Standards of Performance described in this RFP, including all requirements of any resulting contract and all applicable laws, regulations, standards, and other requirements.

### **3.6 Public Information Act Disclosures**

TFPA is subject to the Texas Public Information Act, Texas Government Code Sections 552.001-552.353. All responses to this RFP, including proposals and related documents and materials, are presumed to be subject to disclosure under the Act unless a specific exception to disclosure exists.

If it is necessary for the Respondent to include proprietary or otherwise confidential information in its proposal or other submitted information, the Respondent should clearly label that proprietary or confidential information and identify the legal basis for confidentiality.

TFPA will notify Respondents of any Public Information Requests for Respondent information and provide Respondents an opportunity to submit requests to protect information they deem confidential or proprietary by law. However, by submitting a proposal in response to this RFP, the Respondent agrees to waive any claim of infringement against TFPA and agrees to indemnify and hold TFPA harmless for any claims regarding the Intellectual Property Rights of Respondent or any third-party for any materials appearing in the Proposal.

### **3.7 Proprietary Interests and Final Work Product**

All work papers, data, materials, testimony, information, and reports developed by Respondent will remain the property of the Respondent. The Respondent will make working papers available to State insurance regulators pursuant to authority given them by law or regulation. Access to the requested working papers will be provided to the State insurance regulators pursuant to a request under Chapter 401 of the Texas Insurance Code.

### **3.8 Accuracy of the Proposal and Cost of Submitting the Proposal**

The Respondent's Proposal must be true and correct and must contain no cause for claim of omission or error.

TFPA will not reimburse the Respondent for any cost related to the preparation or submission of the proposal. The Respondent is responsible for any expense related to the preparation and submission of its proposal.

### **3.9 Exception to Provisions**

If the Respondent takes exception to any provisions of this RFP, these exceptions must be specifically and clearly identified by RFP section in the Respondent's proposal and provided in the Executive Summary addressed in Section 9.5 or in a spreadsheet submitted as an attachment to the Executive Summary letter. Any exception included in a proposal may result in disqualification for a contract award.

### **3.10 Responsive Information**

The Respondent's proposal must be responsive to all requirements set forth in this RFP, must address how the Respondent will meet the RFP specifications, and must be presented in the format described in this RFP. The proposal must provide sufficient information to enable the review committee to evaluate the Respondent's ability to provide the Services described in Part 3, Description of Services/Statement of Work and to comply with any other contractual provisions described in this RFP. Proposals that are general in nature and do not address how the Respondent will meet the RFP requirements may be disqualified from further consideration or may receive a lowered evaluation score.

## **4 RFP SELECTION PROCESS**

TFPA will conduct a fair, comprehensive, and impartial evaluation of all timely proposals received. Evaluation will be conducted by a committee comprising TFPA employees, advisors, and/or consultants. Information about the members of the committee will be available upon request at the end of the selection and award process. Each member of the Evaluation Committee will conduct an independent review of each proposal submitted and assign each proposal a score according to a pre-determined scoring rubric. Individual Evaluation Committee scores will be compiled and averaged to establish a single average score for each Respondent. The Evaluation Committee will determine which, if any, Respondents should be awarded a contract based on these scores and will recommend such award to the TFPA Governing Committee for review and consideration. However, any contract awarded will be at the sole discretion of the Governing Committee.

The Evaluation Committee may request clarification of information or representations in any 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.

### **4.1 Written Questions and Official Response**

Respondents may submit written questions addressed to the TFPA contact person identified in Section 1.2. All questions must be received via email to the TFPA contact person no later than 5:00 P.M. Central Time on October 4, 2023. The email subject line must state "TFPA Property Owners Association Insurance Coverage – Questions." Telephone inquiries will not be answered.

Responses to timely submitted questions not addressed in the RFP will be posted on the TFPA and TWIA websites at <https://www.texasfairplan.org/news-and-announcements/upcoming-request-for-proposals-third-party-administrator/> and <https://www.twia.org/vendor-requests/>. Only questions appropriately relevant to the solicitation will receive a response in the Question-and-Answer document. TFPA may, at its discretion, also respond directly to questions; in that case, TFPA will send all Respondents the answers to all questions received.

## **4.2 Selection of Short List of Respondents**

After review of the proposals and the Evaluation Committee scoring results, the Evaluation Committee may select one or more Respondents for further consideration (“Short List”). TFPA staff will communicate directly with the Respondents selected for the Short List.

## **4.3 Oral Presentations**

Respondents identified for the Short List may be asked to make in-person or live video presentations to the Evaluation Committee and other TFPA staff. These presentations may involve a question-and-answer period.

## **4.4 Contract Negotiations**

TFPA reserves the option to negotiate with one or more Respondents, including pricing, services, provisions, terms, and conditions, until TFPA determines that the best value has been obtained.

## **4.5 Best Value Consideration**

TFPA will be the sole judge of best value. Any contract awarded will be based on best value criteria and may include but will not be limited to:

- a) Best meets the goals and objectives as stated in this RFP.
- b) Best meets the quality and reliability of the required Services.
- c) Offers the best delivery terms.

TFPA will terminate any contract negotiations when TFPA, in its sole discretion, determines that the best value for TFPA has been obtained. If a contract is awarded, TFPA will issue a notice of award to the Selected Respondent or Respondents. However, there is no guarantee that an award or any contract will result from this solicitation and TFPA reserves the right to cancel and/or reissue this RFP at any time in its sole discretion.

# **5 SCHEDULE OF EVENTS**

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

DATE	EVENT
September 27, 2023	Issuance of RFP
October 4, 2023	Submission of Written Questions
October 11, 2023	Responses to Written Questions Posted to TFPA Website
October 18, 2023	Final Deadline for Submission of Proposals
October 25, 2023	Consideration by Governing Committee or Subcommittee, if applicable
November 1, 2023	Anticipated Contract Award
November 1, 2023 – August 31, 2024	Project Planning and Execution Period
September 1, 2024	Targeted Project Execution per HB 998

Note: The anticipated contract award date is a target date and is not guaranteed, as final contract negotiations with the Respondent will determine when, or if, the actual contract award will be made.

## 6 EVALUATION CRITERIA

TFPA shall award a contract to one or more Respondents who submit the proposal determined to be the best value to TFPA and who meet all requirements included in this RFP.

## 7 PROPOSAL/RESPONSE FORMAT

### 7.1 Respondent Documents

All Respondent documents that are related to the requested services, this RFP, the Proposal Texas FAIR Plan Association (TFPA) Property Owners Association Insurance Coverage all, or any resulting contract are collectively referred to in this RFP as “Respondent Documents.” Documents that are not submitted with Respondent’s RFP proposal will not be accepted or considered part of the proposal or any resulting contract.

### 7.2 Proposal Format

Proposals must be provided in electronic form (PDF format) via email to [vendormanagement@twia.org](mailto:vendormanagement@twia.org).

All proposals submitted must be organized and arranged to be easily reconciled to the numbered sections of this RFP. All pages must be numbered.

The person signing the Respondent's proposal must show title or authority to bind his or her firm in a contract. Emailed submissions with electronic signatures are acceptable; electronic signatures will be considered original signatures.

Proposals must be concise and clear. The Respondent's proposal must be responsive to all requirements set forth in this RFP, address how the Respondent shall meet the RFP specifications, and must be presented in the format described in this RFP.

The proposal must provide sufficient information to enable the Evaluation Committee to evaluate the Respondent's ability to provide the Services described in Section 2, Description of Services/Statement of Work, and to comply with any other provisions described in this RFP.

Proposals that are general in nature and do not address how the Respondent will meet the RFP requirements may be disqualified from further consideration or may receive a lowered evaluation score.

## 8 RESPONSE DOCUMENTS

The Respondent should provide all information that the Respondent believes would be helpful to TFPA in establishing the Respondent's ability to perform the Services described in this RFP and comply with the requirements of this RFP and any resulting contract.

### 8.1 Transmittal Letter

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

- a) A commitment by the Respondent to provide the services required by TFPA in this RFP.
- b) A statement that the proposal is valid for 90 calendar days from the day after the date that the proposals are delivered to TFPA.
- c) 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.
- d) A statement certifying the completeness, veracity, and accuracy of the information provided in the proposal. By submitting a signed proposal, the 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 the Respondent in its RFP response as a condition to becoming part of any subsequent contract.

- e) Respondents must list the name, title, phone number, and email addresses 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 TFPA.

## 8.2 Proposal Submission Checklist

The Proposal Submission Checklist is included as **Appendix A** to this RFP. The checklist is provided to help the Respondent ensure that a proper proposal is submitted in the required format. The Respondent must include the completed checklist as part of the proposal.

## 8.3 Title Page

The proposal must contain a title page that includes the following information:

- a) RFP Title,
- b) Respondent's name and address,
- c) Respondent's State of Texas taxpayer number and Federal Employer's Identification Number (FEIN), and
- d) Respondent's contact name, title, signature, and date.

## 8.4 Table of Contents

The proposal must contain a table of contents that clearly identifies and denotes the location of each section and subsection of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures and attachments to the proposal, including relevant page numbers.

## 8.5 Executive Summary

Each Respondent must provide a summary of the services proposed in response to this RFP and the estimated costs.

The Executive Summary must not exceed five pages and should represent a full but concise summary of the proposal's contents.

The Executive Summary should include, at a minimum, the following:

- a) A brief description of the Respondent's qualifications,
- b) A description of the Respondent's experience with providing the services requested,

- c) A description of the Respondent's understanding of the requirements as outlined in Section 2, Description of Services/Statement of Work,
- d) Any exceptions to any provisions of this RFP as described in Section 3.9, and
- e) Any additional requirements, terms and conditions, or any documentation unaddressed in the RFP that the Respondent has attached in the proposal as a material submission to the RFP.

## 8.6 General Background, Qualifications and Experience of Respondent

This response section details the Respondent's background and experience, including past performance, as it relates to projects similar in scope to the services described in this RFP. The Respondent must demonstrate its ability to perform the services described in the RFP by providing, at a minimum, the information detailed below. This section should include information that addresses the firm and the team's experience, reputation, and qualifications regarding the required services.

To be entitled to consideration, Respondent must have available the required qualified personnel, knowledge, skills, expertise, abilities, organization, facilities, materials, supplies, tools, and equipment to fulfill all or a portion of the services under this RFP and any resulting contract.

## 8.7 Specific Expertise, Experience and Qualifications (Engagements)

**Exhibit A, Tab 1** must list representative engagements of comparable complexity and scope to the requirements of this RFP, or which demonstrably deployed the same general types of resources and skills.

The proposal should include information related to the Evaluation Criteria, as described above. The Response should indicate whether the representative engagements included the proposed team.

Each description should be as detailed as necessary to enable TFPA to assess the relevance and usefulness of such an experience. The Respondent must give the client organization's name and describe the service performed, the service's beginning and ending dates and status of the client engagement.

## 8.8 Key Staff Qualifications

**Exhibit A, Tab 2** must name the Respondent's key staff who will provide services under any contract resulting from this RFP and describe the role of each key staff member and the services that each will provide.

Respondent must include the following background information for each key staff member to be assigned to this project: title; education; training; relevant experience; length of service with the Respondent's

firm; professional accreditations, certifications, designations, and licenses. Full résumés/CVs may be provided but are not required.

## 8.9 Subcontractors

The Respondent must submit a list of subcontractors or potential subcontractors whom the Respondent may engage to perform services for the Associations as part of any contract that may result from this RFP.

TFPA reserves the right to request additional information regarding any proposed subcontractor or vendor.

The Respondent shall be fully responsible for all its subcontractors and vendors and their performance of any duties as part of any contract that may result from this RFP.

## 8.10 Schedule

The Respondent must provide a proposed work plan and estimated timeline for each service or described project. The Respondent must confirm in its RFP response that the meeting dates and/or deadlines can be satisfied. Respondents are asked to describe their ability to execute the program by September 1, 2024. If a Respondent believes they will not meet the deadline, TFPA requires that the Respondent include an anticipated execution date along with an explanation providing evidence and reasoning.

## 8.11 References

**Exhibit A, Tab 3** must provide a minimum of three (3) verifiable references from clients for whom the Respondent has provided comparable services of similar scope and complexity. The Respondent must provide the name, title, telephone number, and email address of the key contact(s) at the client organization.

TFPA may, at their discretion, contact these references to verify the experience or performance of the Respondent. By providing the name of a contact person, the Respondent consents to such communication by TFPA.

## 8.12 Financial Responsibility

The Respondent must provide evidence of fiscal 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 fulfil any contract awarded pursuant to this RFP.

TFPA 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.



## 8.13 Professional Insurance

The Selected Respondent will be required to provide proof of professional liability insurance covering errors and omissions upon entering a contract with TFPA within 48 hours (about 2 days) of the effective date of such contract. By submitting a response to this RFP, the Respondent agrees to comply with this requirement. The Respondent agrees that it has or will acquire and will maintain the licenses required to perform the services described in this RFP during the entirety of the contract.

## 8.14 Actual or Potential Conflicts of Interest

The Respondent must provide a statement of any actual conflicts or potential conflicts of interest for the Respondent, and the Respondent's Employees who will or may provide services under any contract resulting from this RFP in **Exhibit B**. Failure to disclose all actual conflicts or potential conflicts of interest may result in disqualification of the Respondents' Proposal or termination of the resulting contract.

If the circumstances certified by the Respondent change or additional information is obtained after submission of the Respondent's Proposal, the Respondent shall submit updated information as soon as reasonably possible, upon learning of any change to the Respondent's response.

## 8.15 Cost

The Respondent shall offer pricing to the best of their ability. The Respondent must provide a price estimate or compensation structure outline for delivering the services described in the RFP. Proposals subject to increases in hourly rates over the contract period will not be considered.

## 9 DEFINITIONS

The following terms and acronyms have the meanings set forth below for this RFP. These definitions apply to all parts of this Request for Proposal (RFP).

TERM	DEFINITION
Addendum	An addition, change, or supplement to the solicitation document issued prior to the response due date.
Contract	The written agreement, if any, executed by the authorized representative of the Association and the Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of services.
Contractor	The individual or business entity that has a contract to provide goods or services to the Association. This is used interchangeably with the term “Vendor.”
Employee	The term “Employee” includes any individuals who, on behalf of the Respondent, will or may participate in any contract resulting from this RFP. The term “Employee” includes all personnel, replacement personnel, agents, contractors, subcontractors, subcontractor employees, and other representatives of the Respondent, regardless of how employed or contracted by the Respondent.
Request for Proposal (RFP)	The document so titled and exhibits, attachments, and appendices thereto which constitute the solicitation requesting submittal of a proposal in response to the required scope of services (statement work) and usually includes some form of a Cost Proposal and allows for negotiations between the proposer and the issuing agency.
Respondent	An individual or business entity submitting a proposal in response to this RFP.
Respondent’s Employee(s)/Personnel	Any and/or all of the following, without limitation to: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Respondent for the purposes arising out of or related to this RFP, the Respondent’s Proposal, and the contract, if any, that results from the award made by TFPA to the Respondent.
Selected Respondent	The individual or business entity qualified to provide the goods and/or services sought by TFPA pursuant to this RFP and who is selected to carry out the requirements stipulated in this RFP and any resulting contract.
Vendor	The individual or business entity that has a contract to provide goods or services to the Association. This is used interchangeably with the term “Contractor.”

## APPENDIX A – PROPOSAL SUBMISSION CHECKLIST

This checklist is provided to help the Respondent ensure that a proper Proposal is submitted in the required format. Respondents must include this completed checklist as the cover page of the entire Proposal. ***Review the checklist to ensure RFP Section References and Components are identified appropriately based on the Proposal document.***

Order	Proposal Component	RFP Section Reference	Verify Inclusion by Initials
1	Transmittal Letter	Sec. 8.1	
2	Proposal Submission Checklist	Sec. 8.2	
3	Title Page	Sec. 8.3	
4	Table of Contents	Sec. 8.4	
5	Executive Summary	Sec. 8.5	
6	Body of Proposal, including <ul style="list-style-type: none"> <li>• General background, Qualifications, and Experience</li> </ul>	Sec. 8.6	
7	Exhibit A, Tab 1 Specific Expertise – Representative Engagements	Sec. 8.7	
8	Exhibit A, Tab 2 Key Staff Qualifications	Sec. 8.8	
9	Subcontractors	Sec. 8.9	
10	Schedule	Sec. 8.10	
11	Exhibit A, Tab 3 References and Peer Review	Sec. 8.11	
12	Financial Responsibility	Sec. 8.12	
13	Professional Insurance	Sec. 8.13	
14	Exhibit B Conflicts of Interest/Ethics Policy	Sec. 8.14	
15	Cost	Sec. 8.15	