

ALABAMA DEPARTMENT OF INSURANCE

REQUEST FOR PROPOSALS

for

Professional Consulting Services

for Outreach, Development, and Education

for the Alabama Center for Risk and Insurance Research

RFP#ALDOI-2025-01

PROPOSALS MUST BE RECEIVED BY

3:00 PM CENTRAL TIME ON MARCH 31, 2025

THIS REQUEST SHOULD BE CAREFULLY REVIEWED.

FAILURE OF A PROPOSAL TO CONFORM TO THIS

REQUEST MAY CAUSE REJECTION OF THE PROPOSAL

Part 1. Solicitation, Purpose and Background; Description of Services; Qualifications.

1.1. Purpose and background.

- 1.1.1.** Originally established in 1897, the mission of the DOI is to serve the people of Alabama by regulating the insurance industry, providing consumer protection, promoting market stability, and enforcing fire safety standards and law. The Commissioner of Insurance is the chief executive officer of the DOI. Ala. Code § 27-2-40 requires the Commissioner of Insurance to establish and support the Center for Risk and Insurance Research (CRIR or “Center”) at a state university in this state to carry out research, education, and outreach regarding risk management and insurance issues.
- 1.1.2.** The Alabama Department of Insurance (DOI) solicits proposals from qualified Respondents to enter into a contract with the DOI, a state entity, to provide to the DOI professional consulting services for outreach, development, and education for the CRIR as described in this Request for Proposals (RFP).
- 1.1.3.** The anticipated contract term for this RFP will begin on July 1, 2025, for a two (2) year period. The DOI reserves the right to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract, pending written agreement of the vendor, dependent upon all required state approvals. When provided for in any executed contract, the DOI has the sole option to exercise renewal options. To be effective, the initial contract and any renewals must also be submitted to and approved by the Chief Procurement Officer, Alabama Contract Review Permanent Legislative Oversight Committee, and the Governor of the State of Alabama. If selected, the Respondent shall execute a contract with DOI in the form of the attached Exhibit “A.” The final contract will include a maximum dollar amount determined by the DOI to be the maximum amount that can be invoiced to DOI. Contracts may be awarded to multiple qualified Respondents as a result of this RFP.

1.2. Description of Services. The following Services shall be provided under a contract awarded as a result of this RFP on an as-requested or as-needed basis:

1.2.1. On behalf of and as directed by the DOI, the contractor will provide professional consulting services for outreach, development, and education for the CRIR. As such, the contractor will provide one or more of the following services upon the request of and as directed by the DOI:

1.2.1.1. In collaboration with the CRIR Director, lead the Center’s development, education, and outreach activities with a broad range of stakeholders (public agencies and organizations from the private and not-for-profit sectors across Alabama and beyond with interests in risk management, resilience, and public policy, as well as elected officials and appointed leaders); Work in close collaboration with the CRIR Director and the Commissioner of Insurance to develop and maintain working relationships with stakeholders in advancing CRIR’s mission on activities that impact economic and societal development. This will include soliciting feedback on how CRIR can better serve Alabama.

1.2.1.2. Serve as a liaison between CRIR and external stakeholders to identify opportunities to communicate CRIR’s expertise and capabilities; Lead efforts to secure and maintain CRIR’s external funding.

1.2.1.3. Develop, organize, and participate in meetings, discussion sessions, workshops, and seminars related to CRIR’s mission; and represent CRIR at various events, functions, and in the media; Work with CRIR staff to prepare effective communication materials to disseminate information about activities at CRIR, their outcomes and implications; Work with, mentor, and develop CRIR staff to conduct analyses, prepare and present testimony to decision-making and policy-making groups.

1.2.1.4. Advise the Commissioner, CRIR Director and staff on various opportunities and needs related to risk management and resilience in Alabama and beyond; Create reports and other documents as needed by the CRIR Director and other stakeholders.

1.2.1.5. Identify and prioritize the risk management and insurance concerns of public and private entities in Alabama and connect CRIR with those entities to develop solutions that also present opportunities for CRIR to increase revenue by performing services within its mission.

1.2.1.6. Facilitate the integration of CRIR throughout the state by building strong relationships, cultivating public trust, and establishing the reputation of CRIR as the credible organization on risk and insurance issues in the region.

1.2.1.7. Provide such other services within the scope of the described services as may be requested from time to time by the Commissioner of Insurance.

1.3. Qualifications. Only experienced professional consultants will be considered for a contract award. Persons that are unable to demonstrate the described qualifications should not submit a response to this RFP. The Respondent must have the following qualifications:

1.3.1. Desired Minimum Education and Experience Requirements. Either of the following:

- 1.3.1.1.** Bachelor’s degree in Business, Finance, Economics, Communications, Law, Public Policy, or another discipline relevant to CRIR’s mission and at least 15 years of experience related to insurance, resilience, risk, and/or public policy, or
- 1.3.1.2.** Master’s degree in Business, Finance, Economics, Communications, Law, Public Policy, or another discipline relevant to CRIR’s mission and at least 10 years of experience related to insurance, resilience, risk, and/or public policy.
- 1.3.2.** Demonstrated knowledge and experience in working with entities like the CRIR to lead development, education and outreach activities.
- 1.3.3.** Demonstrated experience in working with entities like the CRIR to develop and maintain working relationships with stakeholders.
- 1.3.4.** Demonstrated experience in serving as a liaison between entities like the CRIR and external stakeholders in identifying opportunities to communicate the expertise and capabilities of the CRIR.
- 1.3.5.** Demonstrated experience in leading efforts to secure and maintain funding for entities like the CRIR.
- 1.3.6.** Demonstrated experience in developing, organizing, and participating in meetings, discussion groups, workshops, seminars, and the like, related to the mission of entities like CRIR.
- 1.3.7.** Demonstrated experience in preparing effective communication materials to disseminate information about activities at entities like CRIR.
- 1.3.8.** Demonstrated experience in working with and mentoring staff at entities like CRIR to conduct analyses, prepare and present testimony to decision-making and policy-making groups.
- 1.3.9.** Demonstrated experience of providing advice to staff on various opportunities and needs related to risk management and resilience in Alabama and beyond.
- 1.3.10.** Demonstrated experience in creating reports and other documents as may be needed by the CRIR Director and other stakeholders.
- 1.3.11.** Demonstrated experience of identifying and prioritizing the risk management and insurance concerns of public and private entities in Alabama and connecting CRIR with those entities to develop solutions that also present opportunities for CRIR to increase revenue by performing services within its mission.
- 1.3.12.** Demonstrated experience in facilitating the integration of a center like CRIR throughout the state by building strong relationships, cultivating public trust, and establishing the reputation of the Center as the credible organization on risk and insurance issues in the region.
- 1.3.13.** Demonstrated qualifications and capacity to perform the work in the timeframes established by the DOI.

Part 2. Proposal Content.

2.1. Responsiveness. The proposal must be responsive to all requirements set forth in this RFP and prepared in the form described in Part 3. A proposal determined by DOI to be non-responsive shall be rejected and shall not be considered for a contract award.

2.2. Unacceptable terms or conditions. A proposal containing terms, conditions, or qualifications deemed unacceptable to the DOI may be rejected as non-responsive. Without limiting the generality of the preceding sentence, (i) pricing in accordance with the following Sections 2.3.6 and 2.3.7 shall be firm for the duration of the awarded contract, and (ii) subcontracting or assignment of the contract or of performance of specific aspects of the Services is not permitted.

2.3. Required content. To be responsive, a proposal must include the following:

2.3.1. Identification. The proposal must contain: the Respondent's correct name; mailing address; physical address if different from the mailing address; telephone number(s); electronic mail address(es); and Federal Employer Identification Number, if Respondent is a business entity, or Social Security Number, if Respondent is an individual or sole proprietorship.

2.3.2. Contact Persons. The proposal shall contain the names, titles, telephone numbers, and electronic mail addresses of at least one (1) individual designated as the Respondent's contact person for purposes of the proposal. Each designated individual must be authorized to respond to questions from DOI.

2.3.3. Authority to transact business. If the Respondent is a non-Alabama business entity, the proposal shall affirmatively state that the Respondent has qualified or registered, as appropriate, through the Alabama Secretary of State to transact business in Alabama as of the proposal date.

2.3.4. Agreement to contract. The proposal shall include an unconditional agreement to enter into a contract with the DOI in the form of the attached Exhibit "A," which will be modified to include the services, pricing and expense reimbursement terms and as may be necessary for the DOI's compliance with State and Federal laws, within the time specified in the notice of award if Respondent is notified of a contract award.

2.3.5. Qualifications. The proposal must specifically detail the names, qualifications, education, training, experience, and certifications of the individual who will provide services under any contract resulting from this RFP. If a business entity, the Respondent must warrant that the individual listed possesses as of the time of performance under the contract the qualifications, education, training, and experience necessary to perform the services under the contract. If a business entity, the individual must be an employee or principal/owner of the contracted entity.

2.3.6. Pricing – personnel rates. The proposal must include a completed pricing form in the format described in Section 2.3.7 specifying the hourly rates of the individual who will be performing services under a contract awarded as a result of this RFP. Prices subject to change will not be considered. Personnel rate pricing must exclude "travel time."

2.3.7. Pricing – format. Please present a fee schedule as follows, listing the name and hourly rate of the individual who will provide services under the contract:

Name	Hourly Rate
.....	\$

2.3.9. Pricing – expenses. If awarded a contract, the expense methodology will be based upon the standard CONUS rates under the per diem rate table set by the NAIC as part of the NAIC’s *Classifications, Minimum Qualifications and Suggested Compensation for Examiners*, and shall include actual travel expenses incurred in traveling to, and returning from, meeting. Travel expenses must be approved in writing by the DOI in advance. Reimbursement may not include “travel time.”

2.3.10. References. The proposal must provide a list of any and all states, agencies or other entities for which Respondent has provided services similar to those requested in this RFP within the four (4) years preceding the proposal date. The proposal must include names, telephone numbers, and electronic mail addresses of contact persons at each named entity.

2.3.11. Cancellations. The proposal must provide a list of all contracts that Respondent executed or accepted for examination services within the two (2) years preceding the proposal date and that were canceled or terminated by any state agency or other entity prior to completion. If applicable, the proposal must include a detailed explanation for each such cancellation or termination and the final resolution of the matter. The proposal must include the names, telephone numbers, and electronic mail address of each such agency’s or entity’s contact individual with knowledge of the cancellation and the reasons for the cancellation.

2.3.12. Administrative action; litigation. The proposal must specify whether during the three (3) years preceding the proposal date, the Respondent, including any parent or subsidiary business entity and/or office location, has been involved in any administrative proceeding or litigation with any federal, state, or governmental entity. If applicable, the proposal must set forth the style and case number of the proceeding, the jurisdiction in which the proceeding is or was pending, a description of the issues, and a description of the resolution or current status if still pending as of the proposal date.

2.3.13. Conflicts or Potential Conflicts of Interest. The proposal must identify 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. The proposal must acknowledge that Respondent possesses the necessary independence in the provision of Services under the contract notwithstanding any disclosed existing or potential conflicts of interest.

2.3.14. Financial disclosure. The proposal must include a properly completed and executed disclosure statement required pursuant by Ala. Code §§ 41-16-80 et seq. (2001). The disclosure statement form and instructions are accessible on the DOI website at: <https://www.aldoi.gov/PDF/Misc/DisclosureStatement.pdf>.

2.3.15. Compliance with Immigration Law. If awarded a contract, the Respondent will be required to submit a properly completed and executed copy of the “Certificate of

Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” an Immigration Status Form, and provide complete documentation of E-Verify enrollment. E-Verify enrollment information may be accessed from the website maintained by Alabama’s Immigration Information Center at <http://immigration.alabama.gov/eVerify.aspx>.

2.3.16. Warranties. The proposal shall include the following:

2.3.16.1. Respondent warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from DOI for participation in preparation of the RFP and any resulting contract.

2.3.16.2. Respondent 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 public servant or employee in connection with this RFP and any resulting contract.

2.3.16.3. Respondent warrants that it is not currently delinquent in the payment of any taxes owed the State of Alabama.

2.3.16.4. Respondent warrants that neither Respondent nor anyone acting for Respondent has directly or indirectly communicated Respondent’s proposal or the contents thereof to any competitor or any other person engaged in the type of business described in this RFP, has colluded or conspired with any other respondent in devising proposals in response to this RFP, or has otherwise violated the antitrust laws of Alabama or the Federal antitrust laws in connection with the Respondent’s proposal.

2.3.17. Compliance with Ala. Act No. 2023-409. If awarded the contract, the Respondent will be required to provide a written verification stating “the company, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts” as the term “economic boycott” is defined in Ala. Act. No. 2023-409, Section 1.

2.3.18. Other information. The proposal may contain such information not specifically required by this RFP as the Respondent may elect to submit for the DOI’s consideration.

Part 3. Proposal Format.

3.1. Legibility and organization. The proposal must be typed or printed by means of word processing software. It should clearly state the RFP to which the response is directed. The proposal shall identify the content requirements in Section 2.3 above by subsection number. To the extent a particular subsection in Section 2.3 is not applicable, that subsection should be identified with a notation to the effect that it is not applicable.

3.2. Supporting documents and materials. A proposal must include copies of all documents or other materials Respondent desires the DOI to consider in evaluating the proposal. Each document or item submitted shall be identified to a specific portion of this RFP by citation to the particular subsection number. The DOI may reject and not consider any documents or other materials that are not included or submitted with the proposal.

3.3. Claim of protection for proprietary information. Proposals will become a public record as provided in Section 5.8. To the extent a Respondent deems any specific portion of its proposal to include a “trade secret” as defined in Ala. Code § 8-27-2(1), such portion(s) shall be clearly identified. Said designation shall not be binding on the DOI but the DOI will review and consider the designation. Wholesale designation of a proposal or substantial parts of a proposal as “trade secrets” shall not be accepted by DOI.

3.4. Binding. It is requested that the proposal and all supporting documents or materials be bound on the left in a manner that is secure, does not obscure the text, and allows the proposal to lie reasonably flat when open. Use of a three-ring binder is acceptable.

3.5. Submittal letter. The first page of the proposal must be a submittal letter signed by the Respondent, if an individual, or by an authorized representative of a Respondent business entity, which includes the following:

The representations and information in this proposal are true and correct as of the date of this proposal. The submitting person or entity represents that it is ready and able to execute a contract if a contract is awarded based on this proposal. This proposal shall remain firm and be valid through the date of the contract resulting from this RFP if awarded. The submitting person or entity understands that DOI’s contract form is not negotiable and will not be revised unless DOI determines, in its sole discretion, a revision would be in the best interests of DOI and the State of Alabama.

The undersigned represents that the only person or persons, entities, or parties interested in the proposal as principals are named in this proposal. This proposal is made without collusion with any other person, persons, company or parties submitting a proposal. This proposal is in all respects fair and made in good faith without collusion or fraud. If the submitting party is a business entity, the undersigned has full authority to bind the entity in a contract with DOI.

The submitting person or entity acknowledges that a material false statement in or omission from this proposal and all material submitted with this proposal may cause rejection of the proposal or the withholding of a contract, or may constitute a breach of an awarded contract.

Part 4. Submission of Proposal.

4.1. Delivery format. Respondents must submit **one** original, unredacted response in printed form plus **one** identical electronic copy in PDF format on **one** USB Drive. The original proposal, including the submittal letter required by Section 3.5 containing an original signature in ink, and the electronic copy of the proposal shall be sent to the DOI in a sealed envelope **separate** from the delivery envelope, addressed as provided in Section 4.2 below. At its election, the Respondent may include a brief cover letter identifying the sealed envelope as containing a proposal in response to the RFP or the proposal envelope may be identified as containing a proposal in response to this RFP. Respondent may also submit an electronic redacted copy of the Response for public information purposes. The redacted copy must be included and denoted as such in the submission. Redactions will be considered as outlined in Section 3.3.

4.2. Delivery address. The proposal should be addressed to Reyn Norman, General Counsel, Alabama Department of Insurance, at one of the following:

By U. S. Postal Service:	Post Office Box 303351 Montgomery, AL 36130-3351
By hand or commercial courier:	RSA Tower Suite 502 201 Monroe Street Montgomery, AL 36104 Telephone: 334-269-3550

Please Note: All deliveries by the United States Postal Service are made to an off-site, central state government mail facility. Forms of USPS expedited delivery may not be expedited.

4.3. Time for submission. To be considered, a proposal must be received by the DOI and time-stamped **before 3:00 PM Central Time on March 31, 2025**. Identified proposals received after the deadline will be returned unopened. Proposals submitted after the deadline will not be considered under any circumstances.

4.4. Alterations or withdrawals. A proposal cannot be altered or amended after it has been delivered to the DOI. A proposal may be withdrawn before the deadline specified in Section 4.3 but may not be withdrawn after the deadline.

4.5. Facsimile or electronic response. A proposal submitted by telephonic facsimile or electronic means other than the provisions of 4.1 will be rejected as non-responsive.

Part 5. Other Terms.

5.1. Anticipated Timetable. DOI currently anticipates that the selection of a qualified firm and execution of the contract will proceed according to the following approximate timetable. DOI reserves the right, in its sole discretion, to revise all deadlines related to this RFP and to post notice of these revisions on the DOI website (www.aldoi.gov).

Issuance of Request for Proposals	March 7, 2025
Deadline for Written Questions	March 19, 2025
Answers to Written Questions	March 21, 2025
Deadline for Proposal Responses	March 31, 2025
Contracts executed	May 1, 2025

5.2. Contact Person. All requests for information concerning this RFP prior to opening must be directed **in writing** to Reyn Norman, General Counsel, Alabama Department of Insurance, Post Office Box 303351, Montgomery, Alabama 36130-3351, or by e-mail to Reyn.Norman@insurance.alabama.gov. Prior to contract award, the Respondent or Respondent's agent shall not contact other DOI employees regarding this RFP. Following the award, DOI will designate a contract administrator to whom requests for information concerning the RFP or awarded contract should be directed.

5.3. Written Questions; DOI's Response. By the date indicated above in Section 5.1, Respondents must submit any questions about the RFP **in writing** to Reyn Norman, General Counsel, by mail, or e-mail as provided in Section 5.2. DOI will respond to these written questions by posting an amendment to the RFP. DOI will not mail any responses. DOI will

make every reasonable effort to post and e-mail responses by close of business on the date indicated above in Section 5.1 to written questions received by the deadline indicated above.

5.4. Evaluation Criteria; Evaluation Committee. Proposals will be evaluated by DOI’s Evaluation Committee according to the criteria set out in the table below:

Criteria for DOI Evaluation of Proposal Responses:	
(1) <i>Experience & Qualifications:</i> Specialized expertise, capabilities, experience, and technical competence of the specific individual who is anticipated to perform the services described in this RFP. Adequate resources to perform the services. References should be clear as to the type of work performed. Clearly defined proposed project management techniques. Demonstrated ability and history in handling special project constraints. Quality, reliability, and ability to provide the quality services detailed in this RFP.	55 points
(2) <i>Cost:</i> Proposed costs, reasonableness of costs, and hourly rates.	30 points
(3) <i>Knowledge of Alabama Insurance Market:</i> Demonstrates understanding of specific characteristics of the Alabama insurance market as exhibited in prior work performed for the DOI. An applicant with no Alabama DOI prior experience but with significant experience with Alabama insurers and or with the CRIR will receive credit in this category.	10 points
(4) <i>Clarity of response:</i> Clarity and content of respondent’s proposal, including their understanding of the nature of the solicitation, their work plan, and their communication skills.	5 points
TOTAL:	100 points

5.5. Contract. Each Respondent whose proposal is deemed acceptable will receive an Intent to Award from the Division of Procurement and shall execute and return a final contract within the time period specified in the award. The contract, when fully executed, shall be the entire agreement between the DOI and contracting Respondent.

5.6. Rejection of proposals. The DOI may reject all proposals and not award a contract based on this RFP if, in the DOI’s judgment, a contract award will not serve the best interests of DOI and the State of Alabama. DOI may issue another RFP for the services as described in this RFP or similar services at any time.

5.7. Waiver of minor deviations. In its sole discretion, the DOI may waive minor deviations from the requirements expressed in this RFP.

5.8. Public Record. All proposals in response to this RFP become the property of DOI. Except as to portions of a proposal designated as containing “trade secrets” as provided in

Section 3.3, which designation has been accepted by the DOI, all proposals and any resulting contract(s) are public records and subject to review by the public after award.

5.9. Proposal preparation costs. The DOI shall not pay or reimburse Respondent for the cost or expense of preparing and submitting a proposal.

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT **Professional Consulting Services for Outreach, Development, and Education for the** **Alabama Center for Risk and Insurance Research**

The Alabama Department of Finance, Division of Procurement, 100 N Union Street, Suite 192, Montgomery, Alabama 36104 ("Procurement"), the Alabama Department of Insurance of 201 Monroe Street, Suite 502, Montgomery, Alabama 36104 ("Department"), and

("Contractor"), agree as follows:

1. EFFECTIVE DATE; TERM AND TERMINATION DATE.

1.1. The Effective Date of this Contract is **July 1, 2025**. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing services hereunder until so notified. Contractor is entitled to no compensation for work or services performed prior to the effective date of this Contract.

1.2. Unless sooner terminated as provided in Section 8, the Term of this Contract is two (2) years and the Contract Termination Date is **June 30, 2027**. At Procurement's sole discretion, with the Department's advice and consent, the contract term may be renewed for up to three (3) one-year renewal options. Prior to the expiration of the initial term, the Department shall give Contractor notice of no less than thirty (30) days of its intention to exercise its option to renew.

2. SERVICES.

2.1. As directed by the Department, Contractor shall provide professional consulting services for outreach, development, and education for the Alabama Center for Risk and Insurance Research (CRIR or "Center"). As such, the contractor will provide one or more of the following services upon the request of and as directed by the DOI:

2.1.1. In collaboration with the CRIR Director, lead the Center's development, education, and outreach activities with a broad range of stakeholders (public agencies and organizations from the private and not-for-profit sectors across Alabama and beyond with interests in risk management, resilience, and public policy, as well as elected officials and appointed leaders); Work in close collaboration with the CRIR Director and the Commissioner of Insurance to develop and maintain working relationships with stakeholders in advancing CRIR's mission on activities that impact economic and societal development. This will include soliciting feedback on how CRIR can better serve Alabama.

2.1.2. Serve as a liaison between CRIR and external stakeholders to identify opportunities to communicate CRIR's expertise and capabilities; Lead efforts to secure and maintain CRIR's external funding.

2.1.3. Develop, organize, and participate in meetings, discussion sessions, workshops, and seminars related to CRIR's mission; and represent CRIR at various events, functions, and in the media; Work with CRIR staff to prepare effective communication materials to disseminate information about activities at CRIR, their outcomes and implications; Work with, mentor, and develop CRIR staff to conduct analyses, prepare and present testimony to decision-making and policy-making groups.

2.1.4. Advise the Commissioner, CRIR Director and staff on various opportunities and needs related to risk management and resilience in Alabama and beyond; Create reports and other documents as needed by the CRIR Director and other stakeholders.

2.1.5. Identify and prioritize the risk management and insurance concerns of public and private entities in Alabama and connect CRIR with those entities to develop solutions that also present opportunities for CRIR to increase revenue by performing services within its mission.

2.1.6. Facilitate the integration of CRIR throughout the state by building strong relationships, cultivating public trust, and establishing the reputation of CRIR as the credible organization on risk and insurance issues in the region.

2.1.7. Provide such other services within the scope of the described services as may be requested from time to time by the Commissioner of Insurance.

2.2. Upon a request for Services and before commencing Services, Contractor shall provide an estimated cost for the Services requested. The hourly rates included in the estimate may not exceed those provided in Subsection 4.2. Contractor shall only commence Services upon the specific written direction of the Department.

3. PERFORMANCE OF SERVICES.

3.1. Services in connection with a particular task or project shall be commenced and completed within the times specified in the Department's directive that the Services be performed.

3.2. The Services shall be timely performed in a professional manner and in accordance with applicable professional standards and ethical standards.

4. PAYMENT FOR SERVICES AND EXPENSES.

4.1. The total amount invoiced by Contractor for all Services and Expenses during the operation of this contract shall not exceed \$_____, subject to the availability of State funds. No more than \$_____ shall be expended in any one fiscal year. If, during the Term, the amount available for funding of this Contract in any one fiscal year is reduced by legislative action, proration, or other action of State government beyond the control of the Department, the maximum amount payable under this Contract in the fiscal year will be adjusted accordingly.

4.2. The Department will compensate the Contractor for services performed in accordance with the terms of this contract at the rate of \$_____ per hour.

4.3. Contractor shall be reimbursed for actual travel expenses incurred for travel to and from the site for the Services approved by the Department. Other travel expense reimbursement shall be on a per diem basis in lieu of reimbursement for actual expenses for intrastate and interstate travel and must conform to the per diem rates for intrastate and interstate travel in the latest version of the standard CONUS rates as published in table form from time to time by the NAIC as part of the NAIC's *Classifications, Minimum Qualifications and Suggested Compensation for Examiners*. Calculation of per diem rates shall not include "travel time" or travel expenses not actually incurred in connection with an assignment.

4.4. The total amount expressed in Subsection 4.1 is not an agreement by the Department that tasks or projects which will be assigned to Contractor from time to time during the Term will authorize invoices from the Contractor aggregating such total amount.

4.5. Contractor shall account for all time spent by the individuals acting on its behalf in performance of the Services on an hourly basis in increments of not less than two-tenths (.2) of an hour. If requested by the Department, Contractor must be able to produce time and expense records in reasonable detail for use by the Department in billing insurers or others who are the subject of Services performed for reimbursement to the Department of the amounts paid to Contractor.

4.6. Contractor shall not invoice for "travel time."

4.7. The Department shall not pay any costs for services or expenses not within Subsections 4.2. and 4.3. and shall not prepay for the services or expenses.

4.8. On a not less than monthly basis during its performance of Services, Contractor will send an invoice and a remittance copy of the invoice to the attention of Shawndala Harrison at the Department addressed to Post Office Box 303351, Montgomery, Alabama 36130-3351, if sent by any delivery method of the United States Postal Service, or addressed to RSA Tower Suite 502, 201 Monroe Street, Montgomery, Alabama 36104, if delivered by hand or sent by commercial delivery service. To the extent Contractor may be performing Services on several tasks or projects, each task or project shall be separately invoiced. Each invoice shall contain:

4.8.1. A description of the Services performed, to include the date, time spent, nature of the Service, individual performing the service, performing individual's classification, and amount charged as determined by application of the appropriate hourly rate.

4.8.2. A detailed listing of expenses supported, if applicable, by receipts or other evidence acceptable to the Department documenting the expenses.

4.9. Amounts appearing on a non-conforming invoice will not be paid until Contractor has submitted a conforming invoice.

4.10. The Department contact person for matters relating to invoicing and payment processing for this Contract shall be Shawndala Harrison, Department Accountant [(334) 241-4433 or Shawndala.Harrison@insurance.alabama.gov].

4.11. Contractor will promptly refund or credit within thirty (30) calendar days any erroneously paid funds that are not expressly authorized by the Department.

4.12. In its discretion, the Department may withhold payment of invoices if Contractor has failed to complete a task or project or submit an examination report within the time parameters established by the Department for the task or project until such time as the task or project has been completed, the report has been submitted, or the Department is otherwise satisfied about the status of Contractor's performance.

4.13. Upon termination of this Contract for any reason, payments under the Contract shall cease, except Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Contractor has not yet been paid up to the limits of the Contract.

5. SUBCONTRACTORS; ASSIGNMENT.

5.1. All Services shall be performed by individuals either employed by the Contractor or otherwise engaged under separate contract with the Contractor and subject to the direct supervision and responsibility of the Contractor. All individuals to provide services on behalf of the Contractor must have been listed in the proposal submitted by the Contractor.

5.2. Contractor's interest in or obligations under this Contract may not be assigned.

6. INDEPENDENT CONTRACTOR.

6.1. Contractor's status under this Contract is strictly that of independent contractor and not as an employee of the Department. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee. The Department will not provide fringe benefits, such as health insurance, paid vacation, or other employee benefits for the benefit of the Contractor or any individuals employed or otherwise engaged by the Contractor. The Contractor

and individuals employed or otherwise engaged by Contractor are not entitled to benefits of the State Personnel System or the State Merit System laws.

6.2. Contractor shall account for and remit all taxes relating to its performance under this Contract, including but not limited to, income taxes, employee wage withholding for income tax and FICA taxes, and any other payroll taxes. Contractor is solely responsible for any benefit plans Contractor may provide for the individuals it employs or otherwise engages.

6.3. At all times during the Term, Contractor shall, at its sole cost and expense, maintain in force the following types of insurance:

6.3.1. Workers' compensation insurance for those individuals acting on behalf of Contractor performing Services under this Contract who are subject to the workers' compensation laws.

6.3.2. Vehicle liability insurance covering the individual in the individual's operation of, or responsibility for the operation of, the vehicle, for any individual acting on behalf of Contractor using a vehicle (including any rental vehicle) in performance of the Services under this Contract. If requested by the Department, Contractor will have the Department and the State of Alabama shown as additional named insureds on such vehicle liability insurance policy or policies and shall provide evidence of any endorsement to that effect.

7. TERMINATION.

7.1. If not sooner terminated, this Contract terminates effective on the Termination Date.

7.2. The Department and Contractor may mutually agree in writing to terminate this Contract before the Termination Date, upon such terms and conditions as the termination agreement may provide.

8. NOTICES.

8.1. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Department: Reyn Norman, General Counsel
Alabama Department of Insurance
201 Monroe Street, Suite 502
Montgomery, AL 36104

Contractor:

8.2. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

9. ADDITIONAL REQUIREMENTS:

9.1. Conflict of Interest. During the term of this Contract, Contractor shall not engage in any other consulting activities or work that would constitute a conflict of interest as described in Ala. Code § 27-2-13, or with the performance of its obligations under this Contract. Contractor is not precluded from engaging in other assignments or performing services for others similar in scope to the Services described in this Contract as long as such performance does not conflict with the Contractor's responsibilities under this Contract.

9.2. Immigration. The Contractor will comply with the requirements of all state and federal laws regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under the contract. By signing this agreement, the contractor affirms that for the duration of the agreement Contractor will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

9.3. Nondiscrimination. The Contractor will comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex, or national origin.

9.4. No Boycotts. In compliance with Ala. Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

9.5. No Economic Boycotts. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

9.6. Indemnification. Contractor shall indemnify and hold the Department harmless from all claims, losses, expenses, fees (including attorneys' fees and litigation costs), costs and judgments that may be asserted against the Department and that result from the acts or omissions of the Contractor, the individuals acting on behalf of the Contractor, and the Contractor's agents arising from or relating to Contractor's performance under this Contract. At its election, upon receiving notice of any claim for damages within the scope of this Section, the Department may tender said claim to Contractor to furnish a defense of the Department at Contractor's expense in the jurisdiction where the claim is asserted.

9.7. Notice of Immunity. As a department of State government, the Department is immune from being made a defendant in any court of law or equity by operation of Art. I, § 14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this Contract.

9.8. Contract not debt of the State. This Contract does not create or constitute a debt against or incurred by the State of Alabama for purposes of Art. XI, § 213, Ala. Const. 1901 (Recomp.).

9.9. Board of Adjustment. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor agrees that its sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama as provided in Ala. Code §§ 41-9-60, *et seq.*

9.10. Alternative Dispute Resolution. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

9.11. Entire Agreement. This Contract contains the entire agreement of the parties. Any oral or written statements concerning the subject matter of this Contract which precede execution of this Contract by the parties are merged into the terms of this Contract, which alone expresses the intent of the parties, and the Department and Contractor warrant, each to the other, that they have not relied upon any preceding oral or written statements not set forth in this Contract in deciding to enter into this Contract.

9.12. Amendment. This Contract may be modified or amended by a writing signed by both parties. To the extent the laws of the State of Alabama require that the Department amend this Contract to include additional language or terms, Contractor agrees to execute any such amendment upon the request of the Department.

9.13. Severability. If any provision of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9.14. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. The Department does not waive any privileges, rights, defenses, remedies, or immunities available to

Alabama Department of Insurance

Contract No.:

Contractor:

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the Department as an agency of the State of Alabama or otherwise available to the Department. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in this Contract or otherwise available to the Department by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities, or be considered a basis for estoppel.

9.15. Applicable Law. This Contract shall be governed by the laws of the State of Alabama.

9.16. Time is of the Essence. Time is of the essence in the performance of this Contract.

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Alabama Department of Insurance

Contract No.:

Contractor:

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PROCUREMENT:

By: _____

Christine Cook
Chief Procurement Officer
Alabama Department of Finance,
Division of Procurement

CONTRACTOR:

By: _____

Taxpayer ID Number: _____

DEPARTMENT:

By: _____

Mark Fowler
Commissioner
Alabama Department of Insurance

APPROVED AS TO FORM ONLY:

Legal Counsel
Alabama Department of Insurance

APPROVED:

Kay Ivey
Governor, State of Alabama

Date approved by Governor _____