

**State of Florida  
Department of Financial Services  
Request for Proposal DFS RM RFP 12/13- 09**

**STATEWIDE PROFESSIONAL INVESTIGATIONS AND PROCESSING OF LIABILITY AND WORKERS'  
COMPENSATION CLAIMS FILED AGAINST STATE AGENCIES**

Proposers are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this RFP (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated and are attached as the advertisement detail attachments to this Request for Proposal as well as any requirements specified in the proposal itself. **Under Florida law, a Request for Proposal may not be negotiated.**

Proposers are further reminded that conditions and specifications, which are considered mandatory requirements are expressed with the word “shall” or “must” in the description of the requirement. Proposals which fail to demonstrate both a willingness and an ability to comply with such a condition or specification will be considered non-responsive and will be disqualified.

**CAUTION:** Proposers are also advised that Proposers shall submit a redacted version of the Proposal if any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. This redacted copy shall be clearly titled “Redacted Copy.” **FAILURE TO PROVIDE A REDACTED VERSION WHEN CONFIDENTIALITY IS CLAIMED BY THE VENDOR MAY BE CAUSE FOR DETERMINATION OF NON-CONFORMANCE. FAILURE TO PROTECT A TRADE SECRET SHALL CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY AND THE DEPARTMENT SHALL RELEASE THE REQUESTED DOCUMENT IN RESPONSE TO A PUBLIC RECORDS REQUEST.**

**This solicitation consists of this cover page, and the following components:**

**PUR 1000, State of Florida General Contract Conditions**  
**PUR 1001, State of Florida General Instructions to Respondents**  
**SECTION 1 - INTRODUCTION**  
**SECTION 2 - TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**  
**SECTION 3 - INSTRUCTIONS TO PROPOSERS**  
**SECTION 4 - EVALUATION PROCESS**  
**ATTACHMENT A - Standard Contract**  
**ATTACHMENT B – Information Technology Requirements**  
**ATTACHMENT C - Required Certifications**  
**ATTACHMENT D - Client Reference Form**  
**ATTACHMENT E - Cost Proposal**  
**ATTACHMENT F – Vendor Certification Regarding Scrutinized Companies List**  
**ATTACHMENT G – Estimated Annual Assignment Work Effort**

## **SECTION 1:INTRODUCTION**

### **1.1. Purpose**

The purpose of this Request for Proposal (RFP) is to solicit written Proposals from qualified claims adjusting firms to provide Statewide professional claims investigative and claims processing services for liability, property, and workers' compensation claims filed against a state of Florida agency covered by the State risk management program established under Chapter 284, Florida Statutes. The Department intends to select one successful Proposer (Contractor), with or without subcontractors, and enter into a four-year contractual agreement (Contract) with that successful Proposer to coordinate and provide such services. The Department is in need of the services described in this RFP in order to fulfill its legal responsibilities under Chapter 284, Florida Statutes.

### **1.2. Purchasing Agent**

The Department's Purchasing Agent is the sole point of contact from the date of release of this RFP until selection of a successful Proposer. All procedural questions and requests for clarification of this RFP shall be submitted in writing to:

Department of Financial Services

Purchasing Services  
Attn: Michelle McBride, Purchasing Agent  
200 E. Gaines Street, Larson Building  
Tallahassee, FL 32399-0317  
Fax: (850) 487-2389  
Email: michelle.mcbride@myfloridacfo.com

Between the release of this solicitation and the end of the 72-hour period following the Department's posting of the notice of intended award, excluding Saturdays, Sundays, and state of Florida-observed holidays, Proposers to this solicitation or persons acting on their behalf **shall not** contact any employee or officer of the executive or legislative branch concerning any aspect of this RFP, except in writing to the Purchasing Agent named above. Violation of this provision may be grounds for rejecting a Proposal. Willful violation of the requirements of this subsection shall result in elimination of the offending Proposer from consideration for award of the Contract under this RFP.

Questions regarding this RFP will **not** be answered via telephone, but shall be submitted to the Purchasing Agent named above in writing. Responses to written questions received by the Purchasing Agent named above will be posted on the Vendor Bid System ("VBS") website, at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu).

### 1.3. Purchasing Instructions and General Conditions

PUR Form 1001, General Instructions to Respondents, and PUR Form1000, General Conditions, except as modified by this RFP, are incorporated herein by reference and are available online at the VBS website provided in Section 1.2 above.

### 1.4. Solicitation Timetable

The Department's anticipated solicitation timetable is shown in TABLE 1 below (all times are Eastern Time). The Department reserves the right to amend the solicitation timetable if deemed to be in the best interest of the State. If the Department finds it necessary to change any of the actions, dates or times listed in the timetable, notification will be provided via addenda to the original RFP document and posted as such on the Vendor Bid System (VBS).

TABLE 1 – SOLICITATION TIMETABLE		
ACTION	DATE/TIME	LOCATION
Solicitation Released by the Department	2/8/2013	Electronically Posted to the VBS: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for	2/25/2013	Provided in Section 1.2 Above

Submission of Written Inquiries	5:00 PM ET	
Written Responses to Inquiries Posted on or about	On or about 3/4/2013	Electronically Posted to the VBS: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Submission of Proposals	3/12/2013 3:00 PM ET	Provided in Section 1.2 Above
Anticipated Posting of Notice of Intent to Award	On or about 4/2/2013	Electronically Posted to the VBS: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

## 1.5. Definitions

**Ad Hoc Report** – An intermittently requested report, designed for a specific purpose, case or situation.

**Business Day** or **Day** - Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida.

**Business Hour** - 8AM to 5 PM Eastern Standard Time on all business days.

**Calendar Day** - All days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.

**Claimant** – Property, Liability or Workers' Compensation claimant.

**Contract** - The contract that will be awarded to the successful proposer under this RFP.

**Contract Manager** – An individual designated by the contact signer to be responsible for the management of the Contract.

**Contractor** or **Provider** - The successful proposer to which a contract has been awarded by the Department in accordance with the proposal submitted by that entity in response to this RFP.

**Department** or **DFS** - The Department of Financial Services, or Chief Financial Officer. Terms may be used interchangeably.

**Desirable Conditions** - Designated by the use of the words "should" or "may" in this solicitation, indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.

**Division** or **DRM** – Means the Division of Risk Management within the Florida Department of Financial Services.

**EDI** – Electronic Data Interchange

**Fiscal Year** – State of Florida fiscal year period beginning July 1 and ending June 30.

**Laws** –any statute, regulation, ordinance, rule, order, decree, mandate or requirement enacted, issued, promulgated or imposed by any governmental authority or recognized non-governmental regulatory body or industry standard setting organization at any level (e.g., municipal, county, state, or national or international) at any time, including but not limited to the laws of the state of Florida and applicable federal law.

**Mandatory Requirements** - Means that the Department has established certain requirements with respect to proposals to be submitted by proposers. The use of “shall,” “will,” (except to indicate simple futurity) or “must” in this solicitation indicates that compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the proposal or termination of the Contract.

**Minor Irregularity** - Used in the context of this solicitation and in the Contract, indicates a variation from the proposal terms and conditions which does not affect the price of the proposal nor give the proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the Department.

**Proposal** or **Bid** or **Response** – A vendor’s response to this RFP.

**Proposer** or **Bidder** or **Respondent** – An entity that submits a proposal to the Department in accordance with the terms of this RFP.

**RFP** or **Solicitation** - Refers to this Request for Proposal and includes attachments to this Request for Proposal, unless stated otherwise.

**RMIS** – Risk Management Information System

**STARS** –the Division’s current Risk Management Information System

**State** – Refers to the state of Florida, or its successor at law.

**Statewide** – All Florida counties.

**Subcontractor** – An entity or contracted vendor that agrees to provide any function or service for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department as specified in the Contract.

**Vendor Bid System or VBS** - Refers to the state of Florida internet-based vendor information system located at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)

#### 1.6. **Solicitation Terms and Conditions.**

The provisions of this solicitation (RFP), including all its attachments, shall be read as a whole. In case of conflict or inconsistencies between provisions, provisions shall have the order of precedence listed below, where the top listed item has the highest precedence:

- The Standard Contract (**ATTACHMENT A**)
- Section 2, Technical Specifications and Scope of Work
- Remaining RFP Sections
- Other Attachments and Exhibits to the RFP
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

If there are any inconsistencies among any of the provisions of this RFP and its attachments, Proposers shall bring these inconsistencies to the attention of the Purchasing Agent named above in Section 1.2 prior to the submission of its Proposal. To report inconsistencies, Proposers must submit a formal question prior to the submission of a Proposal to the Purchasing Agent named in Section 1.2. The Standard Contract, **ATTACHMENT A**, after execution by the parties, will take precedence over this RFP document. The Contract that results from this solicitation will be posted on the Internet according to the state’s Transparency Act.

The Department objects to and shall not consider any terms or conditions submitted by a Proposer, including any appearing in documents attached as part of a Proposer’s Proposal, which are inconsistent with or contrary to the requirements, terms, or conditions of this RFP. In submitting its Proposal, a Proposer agrees that any such inconsistent or contrary terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, and that the Department shall not be

held to have acquiesced to such term or condition. Failure to comply with terms and conditions of this RFP, including those specifying information that must be submitted with a Proposal, shall be grounds for rejecting a Proposal.

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## SECTION 2: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

### 2.1 Introduction

The Department is in need of specific Statewide claims services and investigative services to comply with its statutory duties to ensure the proper handling of State property, liability and workers' compensation claims, and to implement its Division of Risk Management's (Division) anti-fraud plan to detect, investigate, and refer for possible criminal prosecution any suspected fraud by persons making claims against the State.

The vast majority of the State's claims are handled by in-house Division staff via mail, telephone, and with assistance from the Claimant's employing agency. However, many of the claims that are of a more complex nature may require outside field investigation/field contact by the successful Proposer (Contractor) on a Statewide basis. There may be occasional claims filed outside of the state of Florida for which the Contractor shall be required to provide claims adjusting services.

Due to heavy workload or staff vacancies, the Department may also require full handling of claims by the Contractor, either at the office of the Contractor or in-house within the Division by Contractor staff. In addition, the Department may require specialized claims processing services, such as calculating yearly workers' compensation benefit increases and offsets for permanently and totally disabled Claimants.

The estimated number of claims assignments and hourly work effort, by assignment type, is provided in **ATTACHMENT G, Estimated Annual Work Effort** incorporated herein, and is based on data for actual claims assignments in 2012. Current information regarding State workforce populations may be obtained through the Florida Department of Management Services at: [http://www.dms.myflorida.com/human\\_resource\\_support/human\\_resource\\_management/for\\_state\\_hr\\_practitioners/reports](http://www.dms.myflorida.com/human_resource_support/human_resource_management/for_state_hr_practitioners/reports)

### 2.2 Contractor Qualifications

As requested in Section 3.12, Tab 4-C, the Contractor shall have experience providing services similar in nature to those described in this RFP, preferably with Florida government entities. The Contractor shall be capable of functioning as the special investigations unit (SIU) for the Department to investigate possible fraudulent claims as required by section 626.9891, Florida Statutes. The Contractor must have a primary business location in the state of Florida.



## **2.3 Services to be Provided by the Department**

To assist in the successful completion of the Contract services, the Department will provide the following:

- Assignment of specific property, liability, and workers compensation claims to the Contractor, identifying the type of assignment and what information is being requested;
- Determination of the number of assignments made to the Contractor;
- Timely review and approval of reports and other documentation submitted by the Contractor;
- Clarification to the Contractor, as needed, regarding Division operations and liability, property and workers' compensation policies;
- Contractor access to the Division's claims administration system (Currently STARS);
- Regular monitoring of the Contractor's Contract performance through desktop review of reports and oversight to ensure adherence to Contract terms and conditions; and
- Office space, telephone, and computer equipment for the Contractor's on-site investigator described in Section 2.4.4.

## **2.4 Services to be Provided by the Contractor**

The Contractor shall provide the following types of investigative and claims processing services, when assigned by the Division, to assist the Division's in-house claims staff in bringing claims to closure with a Claimant.

### **2.4.1 Type I: Special Investigation/Field Contact**

#### **A. Workers' Compensation Claims**

1. Claim assignments of this type involve State employees, volunteers working for State agencies, and other persons considered State employees as defined in Chapter 440, Florida Statutes.
2. Services required by the Contractor in a special investigation/field contact shall include, but not be limited to the following:
  - a. Obtaining recorded statements, in person, from the injured employee, witnesses, and the injured employee's employer; (Since recorded statements may not always be appropriate or required, interviews may be conducted in lieu of recorded statements, as directed by Division personnel.)
  - b. Inspecting the accident scene, including taking photographs;
  - c. Obtaining accident reports, medical reports, court records, death certificates, and similar documents;

- d. Determining possible subrogation claims which would include obtaining affidavits for Special Disability Trust Fund claims; and
  - e. Verifying continued disability or dependency, as defined in Chapter 440, Florida Statutes.
3. Within 24 hours after receipt of this type of assignment from the Division, the Contractor shall provide written notice to the Division, acknowledging the assignment. Such written acknowledgement shall include, at a minimum, the name of the Contractor's investigator assigned to the file, the assigned investigator's telephone number, fax number, and email address.
  4. The Contractor shall complete assignments of this type within 21 (twenty-one) Calendar Days from assignment acknowledgement, unless an extension is provided to the Contractor, in writing, by the Division.
- B. General Liability, Automobile Liability, Civil Rights, Employment Discrimination, and Property Damage Claims to State Buildings and Contents
1. Claim assignments of this type include:
    - a. Automobile accidents involving State employee drivers;
    - b. General liability claims (including professional malpractice) alleging negligence of State employees in conducting State program operations or maintenance of State premises;
    - c. Claims alleging federal civil rights violations by State employees acting under color of state law;
    - d. Employment discrimination claims filed against state of Florida agencies;
    - e. Property damage claims filed by state of Florida agencies for damage to State owned buildings and contents due to covered perils including, but not limited to, fire, wind, flood, or lightning.
  2. Services required by the Contractor for assignments of this type include, but are not limited to:
    - a. Assessing the extent and nature of injuries or damages sustained;
    - b. Investigating accident/incident factors leading to establishment of the degree of liability, if any, on the part of State government;
    - c. Interviewing involved persons or witnesses;
    - d. Taking photographs or statements;
    - e. Obtaining accident reports, medical records, photographs, court records, and similar documents; and
    - f. Conducting other claims activities, as required to bring the claim to a final conclusion with a claimant.
  3. For assignments of this type, the Contractor shall adhere to the communications requirements set forth below:

- a. Within 24 hours after receipt of the assignment from the Division, the Contractor shall provide written notice to the Division, acknowledging the assignment. Such written acknowledgement shall include, at a minimum, the name of the Contractor's investigator assigned to the file, the assigned investigator's telephone number, fax number, and email address.
- b. The Contractor shall contact the parties of the investigative assignment within 36 hours after receipt of the assignment from the Division.
- c. The Contractor shall complete assignments of this type within 21 (twenty-one) Calendar Days from assignment acknowledgement, unless an extension is provided to the Contractor, in writing, by the Division.

#### **2.4.2 Type II: External Full Handling and Processing of a Claim**

Claims assigned for external full handling and processing shall be the responsibility of the Contractor, except for the following responsibilities, which shall be retained by the Department:

- Findings of permanent total disability;
- Attorney assignments; and
- Settlement authority.

All Type II assignments shall be capped at 35 hours within 12 (twelve) months of the assignment. The Contractor may exceed the 35-hour cap within the 12-month period only upon express prior, written authorization by the Division.

##### **A. Workers' Compensation Claims**

1. External full handling and processing of a claim shall begin at the first notice of an injured employee and concludes when the employee is no longer eligible for workers' compensation benefits. This includes, but is not limited to:
  - Determining compensability;
  - Coordinating, paying and reviewing medical and indemnity benefits;
  - Completing any required EDI forms (available via [http://www.myfloridacfo.com/wc/edi\\_clms.html](http://www.myfloridacfo.com/wc/edi_clms.html));

- Referring claims for investigation and/or surveillance to maintain efficiency and identify potentially fraudulent claims; and
  - Taking action to settle and close claims when appropriate and/or handling a claim until an employee is no longer eligible for benefits.
2. The Division will assign claims of this type to the Contractor for full handling and claims processing. Claims assigned under this type may be either existing or new claims. Services to be performed by the Contractor shall include a full and comprehensive investigation.
  3. The Contractor shall provide the Division with a summary of the claim seven Calendar Days prior to mediation. This summary shall include a completed authorization request form, and a recommended settlement amount. For claims that are not settled, the Contractor shall assist legal counsel during the legal process as necessary.
  4. The Contractor shall process all bills and payment requests relating to the claim through their link to the Division's claims administration system. The bill and payment processing method utilized by the Contractor must be in accordance with State of Florida accounting procedures. **See ATTACHMENT B, Information Technology Requirements.** The Division will make all payments and issue all checks including payments for workers' compensation medical bills and indemnity benefits. All medical bills will be reviewed and re priced as necessary by the Division's Medical Case Management vendor and/or the medical bill review vendor. The Contractor shall become familiar with the Division's payment request procedures and adhere to these procedures when requesting payments. All bills received by the Contractor shall be forwarded to the Division to be included in the Division's Electronic Document Management System.

B. General Liability, Automobile Liability, Civil Rights, Employment Discrimination, and Property Damage Claims to State Buildings and Contents

Claims of this type may be existing or new claims, and will be assigned to the Contractor for full handling and processing. These claims shall include those for general liability, automobile liability, civil rights, employment discrimination, and property damage claims to State buildings and contents.

**2.4.3 Type III: Temporary Workers' Compensation, Property and Liability Claims Processing Services and Special Projects**

For claim assignments of this type, the Contractor shall provide temporary, qualified adjusters to work either remotely, or in-house within the Division to temporarily replace or assist Division adjusters or claims processors, when deemed necessary and requested by the Division. The temporary adjusters shall assist with functions such as calculating yearly workers' compensation benefits increases and offsets, and with other functions related to the adjustment of property, liability and workers' compensation claims. The Contractor's temporary adjusters shall deploy and report in person to the Division within five Business Days of the Division's written or verbal request to receive training in the Division's RMIS system (Currently STARS).

The Contractor will guarantee availability of at least three temporary workers' compensation adjusters, three property and three liability claims adjusters. The number of temporary adjusters up to the three required minimum in each area needed at any given time shall be determined by the Division. If the Division determines that additional temporary adjusters are needed beyond the required minimum of three in each area, it will notify the Contractor and the Contractor shall use its best efforts to provide additional temporary adjusters.

All temporary adjusters must possess the requisite licensure, knowledge, skills and abilities necessary to perform the special projects assigned. The Contractor's adjusters furnished under this type of assignment shall not be employees nor agents of the State, but shall remain employees of the Contractor, and be fully compensated by the Contractor for services rendered under the Contract. All temporary adjusters provided under this section shall be approved in advance by the Division

#### **2.4.4 Type IV: Investigation of Possible Insurance Fraud**

Claim assignments of this type require the Contractor to investigate possible fraudulent claims by workers' compensation, property or liability claimants, as well as vendors providing goods or services related to a claim, or any other person or organizations associated with a claim. The Contractor must possess expertise in the investigation of insurance claims for potential fraud, and be qualified and capable to function as the Department's Special Investigations Unit (SIU) as required by section 626.9891, Florida Statutes.

For assignments of this type, the Contractor shall dedicate one qualified Florida-licensed investigator, who shall work onsite within the Department's Division of Risk Management in Tallahassee, Florida at least two Business Days (16 (sixteen) Business Hours) per week, or more as deemed necessary and requested by the Division, for investigation and close consultation with Division staff.

The Contractor's on-site investigator shall be approved by the Department and shall be prepared to begin work, on-site within the Division no later than 30 Calendar Days following Contract execution.

Prior to Department approval of the Contractor's proposed on-site investigator, the Contractor shall obtain a background check, including fingerprinting, through the Florida Department of Law Enforcement on the proposed individual. The Department reserves the right to reject proposed staff based on background check information. The Contractor shall be responsible for payment of, and retaining records relating to, employee security checks, which records are exempt from Chapter 119, Florida Statutes.

The Division will provide office space, telephone, and computer equipment for the Contractor's Department-approved on-site investigator.

#### **2.4.5 Type V: Observational Activity**

Claim assignments of this type require surveillance investigation on workers' compensation, property and liability claims. The Division retains discretion regarding Contractor assignment for observational activities on claims in litigation, but may elect to use the Contractor for specific claims. Such surveillance investigation may include, but is not limited to, observation of the claimant's daily activities to substantiate or invalidate alleged losses, verification of claim details, and other claims investigation activities as directed by the Division.

The Contractor shall provide to the Department a 24-hour acknowledgement of the assignment to include the name of the investigator assigned to the file, their telephone number, FAX number, and email address.

#### **2.4.6 Type VI: Appraisals**

##### **A. Automobile Property Damage Appraisal**

This type of assignment shall require the Contractor to determine and document the reasonable cost to repair the damage to a passenger type automobile or a single unit truck. If the damaged vehicle is determined to be a total loss, the Contractor's appraiser is to notify the Division's risk management adjuster, prepare a vehicle condition report, and order a vehicle total loss evaluation report. These claims shall also include those for third party automobile total loss. For these claims, the Contractor shall settle the claim within the authority received from the Division's risk management adjuster, and arrange for the sale of the salvage.

##### **B. Heavy Equipment and Structural Property Damage Appraisal**

This type of assignment shall require the Contractor to determine and document the reasonable cost to repair the damage to heavy equipment or structural property. If the vehicle or structural property is determined to be a total loss, the appraiser is to immediately notify the Division's risk management adjuster, prepare a condition report, and where applicable, order a total loss evaluation report. This type of assignment may also include structural damage appraisals required in claims being processed by the Division's property insurance program that provides coverage for State owned and leased buildings, and contents damaged by covered perils including, but not limited to, fire, wind, flood, or lightning.

C. Marine Surveys

This type of assignment shall require the Contractor to determine the reasonable cost to repair or replace damaged marine property or equipment.

D. For all of the above appraisal assignments, the Contractor shall:

1. Provide to the Division a 24-hour acknowledgement of the assignment to include the name of the Contractor's staff assigned to handle the assignment, their telephone number, FAX number, and email address;
2. Contact the owner of the equipment within 36 hours from the receipt of the assignment from the Division;
3. Provide written notification to the Division within 72 hours from the receipt of the assignment, indicating when the Division should expect to receive the appraisal;
4. Ensure all appraisals provided to the Division are accompanied by photos that clearly show the area(s) of damage; and
5. Notify the Division's risk adjuster if a supplement is requested in order to obtain the Division's approval. If the supplement is approved by the Division, the Contractor shall send it to the Division within 24 hours after completion.

**2.4.7 Type VII: Temporary Catastrophe Adjusters**

For claim assignments of this type, the Contractor shall provide at least five Florida – licensed General Adjusters to deploy and process property damage claims within 48 hours of the Department's written or verbal request. If the Division determines that additional adjusters are needed beyond the required minimum of five, it will notify the Contractor and the Contractor shall use its best efforts to provide additional adjusters requested by the Department. Adjusters working under assignments of this type will appraise and adjust property damage claims to state property (buildings and contents) following a catastrophic event.

All adjusters provided must possess the requisite licensure, knowledge, skills, abilities, and equipment to appraise and adjust property damage claims. Adjusters will work under the direction of the Department but shall not be employees or agents of the state and shall remain employees of the Contractor. Adjusters will be fully compensated by the Contractor for services rendered under the Contract. Each adjuster deployed shall complete a monthly report detailing the number of hours, tasks, and details of each commenced and completed adjustment. The Contractor shall invoice the Department within fifteen days after the end of each month in which work has occurred under this type of assignment.

## 2.5 Reporting

### A. General Reporting Requirements

The Contractor shall develop reports, using formats approved in advance by the Division and that comply with the requirements established by the Department. When reporting requirements are not established in this RFP or in the resulting Contract, the Division will provide the Contractor with instructions and submission timeframes. The Department reserves the right to modify established reporting formats resulting from changing priorities or management direction.

Report due dates specified in the Contract may be modified, if approved in advance and in writing by the Division.

The Contractor shall develop and provide to the Department all Contract reports at no additional cost to the Department.

### B. Assignment Summary Reports

For Types I, II, IV and V assignments as specified in Section 2.4, the Contractor shall submit to the Department written assignment summary reports as specified in TABLE 2 below.

TABLE 2 – ASSIGNMENT SUMMARY REPORTS		
ASSIGNMENT TYPE	REPORT DUE DATE	
		<i>Workers Compensation Claims</i>



		<b><i>Discrimination, and Property Damage Claims to State Buildings and Contents</i></b>
Type I – Special Investigation/Field Contact	15 (fifteen) Calendar Days following completion of the assignment	10 (ten) Calendar Days following completion of the assignment
Type II – External Full Handling and Processing of Claim	30 (thirty) Calendar Days following completion of the assignment	10 (ten) Calendar Days following completion of the assignment
Type IV – Investigation of Possible Insurance Fraud	10 (ten) Calendar Days following completion of the assignment	
Type V – Observational Activity	Three Calendar Days following completion of the assignment	

Unless otherwise specified in the Contract or requested in writing by the Division, all assignment summary reports specified in TABLE 2 above shall include, but not be limited to:

- 1) The date on which the assignment was issued to the Contractor by the Division;
- 2) A brief description of the assignment, including the assignment type;
- 3) The name, address, telephone number, FAX number, and email address of the Contractor's assigned adjuster/investigator;
- 4) The Claimant's name, the Department's claim number, the date of accident, and the claimant's employer;
- 5) A summary of the Contractor's findings in accordance with specific information requested by the Division for that assignment; and
- 6) A summary of any written statement(s), if applicable, and the electronically recorded statement(s), if requested by the Division. (If recorded statements are obtained, the Contractor shall not transcribe the entire statement unless requested to do so by the Division.)

**C. Type III Monthly Claims Processing Services and Special Projects Summary Report**

For Type III assignments, as specified in Section 2.4.3, the Contractor shall submit to the Division a written, monthly summary report by the 10<sup>th</sup> of each month following the month in which services were rendered. The monthly summary reports shall include, but not be limited to:

- 1) The name of each assigned temporary adjuster;
- 2) A description of the assignment(s) given to each adjuster;
- 3) The dates on which services were rendered and the number of service hours rendered by each assigned adjuster for the identified assignment(s); and
- 4) The completion date of each assignment, or its current status, if incomplete.

#### **D. Type IV Quarterly Fraud Investigation Report**

For Type IV assignments, as specified in Section 2.4.4, the Contractor shall submit to the Division at no additional charge a written, quarterly fraud investigation report by the 15<sup>th</sup> of the month following the quarter in which services were rendered. Quarters shall be based on the calendar year (January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31). The format of the quarterly fraud investigation reports shall be agreed upon by the Division and the Contractor, and shall provide a thorough summary of the Contractor's referrals, activities and findings. Report content shall include information such as:

- 1) Total new Special Investigation Unit (SIU) referrals made during the last quarter;
- 2) Total SIU referrals to date;
- 3) Open SIU files;
- 4) Open surveillance files;
- 5) Total DIF referrals to date;
- 6) Total Arrests;
- 7) Total Warrants issued;
- 8) Total convictions;
- 9) Physical Therapy (PT) files reviewed/investigated;
- 10) PT files with additional reviews;
- 11) Temporary Total Disability (TTD) files reviewed/investigated;
- 12) TTD files with additional reviews;
- 13) Temporary Partial Disability (TPD) files reviewed/investigated;
- 14) TPD files with additional reviews;
- 15) Medical only files reviewed/investigated;

- 16) Medical only files with additional reviews;
- 17) Litigated files reviewed/investigated;
- 18) Litigated files with additional reviews;
- 19) Impairment rating files reviewed; and
- 20) Undetermined status files reviewed/investigated.

## **E. Ad Hoc Reporting**

The Department reserves the right to request the Contractor to conduct ad hoc analyses and provide ad hoc reports, such as utilization assessments, costs and total spending. In such instances, the Division will make the request in writing to the Contractor and will establish a deadline for submission. The Contractor shall provide ad hoc analyses and reports to the Department at no additional cost to the Department.

## **2.6 Internal Quality Assurance Plan**

At no additional charge, the Contractor shall develop, finalize and maintain a written, up-to-date internal quality assurance plan to ensure its appropriate administration of all responsibilities specified in this RFP and in the resulting Contract. The Contractor's final internal quality assurance plan shall be based on its preliminary internal quality assurance plan as submitted in its Proposal. The Contractor shall submit its final internal quality assurance plan to the Department's designated contract manager within thirty (30) Calendar days after Contract execution. The Department reserves the right to direct the Contractor to modify its final internal quality assurance plan as needed.

At a minimum, the Contractor's final internal quality assurance plan shall include how the Contractor shall meet the performance standards and requirements specified in this RFP and the resulting Contract, including but not limited to:

- Ensuring adequate, qualified adjusters will be available to respond to the Department's assignments and complete the services specified in the Contract;
- Ensuring detailed policies and procedures are in place high quality service delivery;
- Conducting orientation and training of new employees (included any subcontractors), subsequent monitoring of employee and subcontractor performance, and interventions to be used when Contract functions are not adequately performed by employees or subcontractors;
- Escalating within its own organization technical problems, staffing shortages or other issues that threaten to, or actually prevent, the Contractor from meeting the terms and conditions of the Contract;
- Ensuring timely dissemination of required Contract reports as specified in the Contract;

- Adhering to response requirements specified in the Contract;
- Adhering to IT and data submission requirements specified in the Contract; and
- Ensuring confidentiality and protection of Claimant and other confidential information.

## **2.7 Information Technology (IT) Requirements**

The Contractor must obtain and maintain at its sole expense, the hardware, software, IT personnel, and communication equipment (including routers, modems, and telecommunication lines) necessary to access the Division's claims administration system in order to perform the services specified in this RFP. Detailed specifications for these requirements are provided in **ATTACHMENT B, Information Technology Requirements**. The Contractor must, before the execution of the Contract, provide the Division with a statement of proof or verification that all of its computer and management information systems hardware, software, and equipment comply with the requirements specified in **ATTACHMENT B, Information Technology Requirements**.

The Contractor shall maintain a File Transfer Protocol (FTP) site, email capability and a sufficient number of telephone and fax lines to interface with Department and Division personnel, as needed.

The Contractor shall maintain a disaster recovery plan for restoring its application software, current master files and for hardware back-up in the event its production systems are disabled. The Contractor shall make all aspects of its disaster recovery plan available to the Department within twenty-four (24) hours of the Department's request. The Department reserves the right to modify the Contractor's disaster recovery plan.

All electronic transmission of reports and supporting documentation containing Claimant Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) must be encrypted to meet the HIPAA privacy standards. The Contractor shall ensure that the operation of all of its systems is performed in accordance with State regulations and guidelines related to security and confidentiality and meet all privacy and security requirements of HIPAA regulations. The Contractor shall immediately inform the Department's designated contract manager of any incidents whereby PHI may have been released inappropriately.

## **2.8 Staffing**

### **A. General**

The Contractor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in this RFP and in the resulting Contract. The Contractor shall be prepared at all times to recruit qualified staff, as

required to implement all aspects of the services required in this RFP and in the resulting Contract within the timeframes stated below.

In the event the Department determines that the Contractor's staff or staffing levels are not sufficient to complete the services specified herein, and in the Contract, it may advise the Contractor in writing and the Contractor shall have thirty (30) Calendar Days to remedy the identified staffing deficiencies to the satisfaction of the Department. The Contractor shall reassign any staff whose continued presence would be detrimental to the completion of the Contract services.

To ensure prompt completion of assignments and reduce travel expenses, the Contractor must maintain adequate levels of staff that are strategically located throughout the state of Florida.

## **B. Key Staff**

At a minimum, the Contractor shall assign the following Key Staff to the Contract:

### 1. Contract/Account Manager

The Contractor shall designate a primary contract/account manager to work directly with the Department's designated contract manager and the Division's program staff in providing the services specified in this RFP and in the resulting Contract. The Contractor's contract/account manager shall have authority to revise processes and procedures, and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the Contract. The Contractor's contract/account manager shall be available to meet with Department staff in person, or by telephone during Business Hours at the request of the Division, to discuss any aspect of the Contract, such as the status of the Contract activities or assignments, Contractor performance, Contractor payment, outstanding issues, reports, and deliverables.

### 2. Temporary Claims Adjusters

As specified in Section 2.4.3, the Contractor shall commit and guarantee a minimum of three qualified workers' compensation adjusters, three qualified property claims adjusters, and three liability claims adjusters to work within the Division to temporarily replace or assist Division adjusters or claims processors, when deemed necessary and requested by the Department. All assigned temporary adjusters shall be subject to prior Department approval.

### 3. On-site Investigator

As specified in Section 2.4.4, the Contractor shall dedicate one qualified Florida-licensed investigator, who shall work on-site within the Department's Division of Risk Management in Tallahassee, Florida two Business Days (16 (sixteen) Business Hours per week), or more as needed and directed by the Department, for Type IV investigation assignments and close consultation with Division staff.

### **C. Removal of Key Staff**

The Contractor shall provide written notification to the Department's designated contract manager of any vacancies in its Department-approved Key Staff within two (2) Business Days of the position(s) becoming vacant, or when the Contractor becomes aware that the position will be vacated, whichever is sooner.

The Contractor shall not remove any Department-approved temporary adjusters or the Department-approved on-site investigator without the prior written consent of the Department's designated contract manager ("unauthorized removal"). If a Department-approved temporary adjuster or on-site investigator must be replaced for reasons beyond the reasonable control of the Contractor, including illness, disability, resignation or for-cause termination, prior written consent of the Department shall not be required, but the Contractor shall provide written notification to the Department's designated contract manager within 24-hours of the position(s) becoming vacant. If applicable and requested by the Department, the Contractor shall identify a replacement approved by the Department and assign the replacement to the Project to shadow the Key Personnel he or she is replacing for a period of at least thirty (30) calendar days prior to such Key Personnel's removal.

### **D. Availability of Contractor Staff**

The Contractor must have an office that is operational during all Business Days, with staff who are available for telephone contact by the Department during all Business Hours.

## **2.9 Subcontracting**

The Contractor shall not enter into any subcontract for services to be provided under the Contract without the express written, prior consent of the Division. The Contractor shall maintain full responsibility for all work performed by its subcontractor(s) under the Contract. No subcontract that the Contractor enters into with respect to performance under the Contract shall in any way relieve the Contractor of any responsibility for performance of its duties under the Contract. Each Department-approved subcontractor shall be subject to the same Contract terms and conditions as the Contractor.

The Contractor shall submit all proposed subcontracts to the Division for review and approval prior to Contract execution. The Division reserves the right to request modifications to proposed subcontracts. The Contractor shall submit all proposed amendment(s) to Division-approved subcontracts, or notice of terminations of Division-approved subcontracts to the Division no later than fifteen Calendar days prior to the effective date of the subcontract amendment or termination.

## **2.10 Deliverables**

The Contractor shall provide Contract deliverables as set forth below in TABLE 3. Deliverable due dates specified in the Contract may be modified, if approved in advance and in writing by the Division.

## **2.11 Contractor Performance**

### **A. Performance Standards and Sanctions**

The Contractor shall notify the Department upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Services. The Contractor shall use reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its Contract obligations on time, the Contractor shall notify the Department and use reasonable efforts to perform its Contract obligations on time notwithstanding the Department's delay.

The Department's designated contract manager and the Division's program staff will ensure regular monitoring of the Contractor's performance in accordance with the requirements of the Contract, and may determine the need for and level of sanction based upon an evaluation of the severity of a deficiency. Failure by the Contractor to meet the established minimum performance standards may result in the Department, at its sole discretion, finding the Contractor to be out of Contract compliance, and all remedies specified in this RFP, in the resulting Contract and under law, shall become available to the Department.

The Department reserves the right to impose sanctions upon the Contractor for failure to comply with the performance standards set forth below in TABLE 3. The Department reserves the right to modify such performance standards or sanctions as determined necessary, and shall make this determination in its sole discretion.

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<b>TABLE 3 - DELIVERABLES, PERFORMANCE STANDARDS AND SANCTIONS</b>		
<b>Deliverable/Performance Standard</b>	<b>Due Date</b>	<b>Sanction</b>
<b><i>Type I Assignments – Special Field Investigations for Workers Compensation Claims:</i></b>	<i>Sections 2.4.1 A, 2.5 B</i>	
Provide written notice to the Division, acknowledging the receipt of the assignment	Within 24 hours of receipt of assignment from DRM	\$50.00 per assignment, for each additional 24 hours beyond the required 24-hour notification timeframe
Complete assignment	Within 21 (twenty-one) Calendar Days from receipt of assignment, or report in writing the specific claims activities required to bring the claim to a final conclusion that are outside the control of the Contractor	\$100.00 per assignment, per Business Day beyond the required completion timeframe
Submit Assignment Summary Report to the Department	Within 15 (fifteen) Calendar Days following completion of the assignment	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b><i>Type I Assignments – Special Field Investigations for General Liability, Automobile Liability, Civil Rights, Employment Discrimination, and Property Damage Claims to State Buildings and Contents:</i></b>	<i>Sections 2.4.1 B, 2.5 B</i>	
Provide written notice to the Division, acknowledging receipt of the assignment	Within 24 hours of receipt	\$50.00 per assignment, for each additional 24 hours beyond the required 24-hour notification timeframe

Contact the parties of the investigation	Within 36 hours after receipt of the assignment from the Division	\$50.00 per assignment, for each additional 24 hours beyond the required 36-hour notification timeframe
Complete assignment	Within 21 (twenty-one) Calendar Days from receipt of assignment or report in writing the specific claims activities required to bring the claim to a final conclusion that are outside the control of the Contractor	\$100.00 per assignment, per Business Day beyond the required completion timeframe
Submit Assignment Summary Report to the Department	Within 10 (ten) Calendar Days following completion of the assignment	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b><i>Type II Assignments - External Full Handling and Processing of a Claim for Workers' Compensation Claims:</i></b>		
Submit to the Department a summary of the claim	7 (seven) Calendar Days prior to mediation	\$500.00 per assignment, per Business Day beyond the required submission timeframe
Submit Assignment Summary Report to the Department	Within 30 (thirty) Calendar days following completion of the assignment	\$100.00 per assignment, per Business Day beyond the required

		submission timeframe
<b><i>Type II Assignments - External Full Handling and Processing of a Claim for General Liability, Automobile Liability, Civil Rights, Employment Discrimination, and Property Damage Claims to State Buildings and Contents:</i></b>	<i>Sections 2.4.2, 2.5 B</i>	
Submit to the Department a summary of the claim	7 (seven) Calendar Days prior to mediation	\$500.00 per assignment, per Business Day beyond the required submission timeframe
Submit Assignment Summary Report to the Department	Within 10 (ten) Calendar days following completion of the assignment	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b><i>Type III: Temporary Claims Processing Services and Special Projects for all Claims:</i></b>	<i>Sections 2.4.3, 2.5 C</i>	
The Contractor's temporary adjusters are proposed to the Division for approval	Within 48 hours of the Department's written or verbal request.	\$250.00 per Division-requested adjuster for each 24-hour period beyond the required timeframe to propose temporary

		adjusters
The Contractor's approved temporary adjusters are deployed to and report to the Division	Deployed within five Business Days of approval by Division	\$250.00 per Division-requested adjuster for each 24-hour period beyond the five Business day deployment period
The Contractor shall submit to the Department a written, monthly summary report	Report due by the 10 <sup>th</sup> of each month following the month in which services were rendered.	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b><i>Type IV: Investigation of Possible Insurance Fraud for all Claims:</i></b>	<i>Sections 2.4.4, 2.5 B, D</i>	
The Contractor shall dedicate one investigator, who shall work onsite within the Division at least two Business Days (16 (sixteen) Business Hours per week)	Each week of the Contract period	\$500.00 for each month in which less than 32 Business Hours are provided, unless otherwise approved by Department
The Contractor shall submit to the Department a written Assignment Summary Report	Within 10 (ten) Calendar days following completion of each assignment	\$100.00 per assignment, per Business Day beyond the required submission timeframe
The Contractor shall submit to the	Report due by the 15 <sup>th</sup> of the	\$100.00 per

Department a written, Quarterly Fraud Investigation Report	month following the quarter in which services were rendered	assignment, per Business Day beyond the required submission timeframe
<b><i>Type V: Observational Activity for all Claims:</i></b>	<b><i>Sections 2.4.5, 2.5 B</i></b>	
Provide written notice to the Division, acknowledging the receipt of the assignment	Within 24 hours of receipt	\$50.00 per assignment, for each additional 24 hours beyond the required 24-hour notification timeframe
Submit to the Department a written Assignment Summary Report	Within three Calendar Days following completion of each assignment	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b><i>Type VI: Appraisals</i></b>	<b><i>Section 2.4.6</i></b>	
Provide written notice to the Division, acknowledging the receipt of the assignment	Within 24 hours of receipt	\$50.00 per assignment, for each additional 24 hours beyond the required 24-hour notification timeframe
Contact the owner of the equipment	Within 36 hours from the receipt of the assignment from the Department	\$50.00 per assignment, for each additional 24 hours beyond the required 36-

		hour notification
Provide written notification to the Department indicating when the Department should expect to receive the appraisal	Within 72 hours from the receipt of the assignment	\$50.00 per assignment, for each additional 24 hours beyond the required 72-hour notification timeframe
Ensure all appraisals are accompanied by photos that clearly show the area(s) of damage	When appraisal is submitted to Department	\$100.00 per incident of non-compliance
Notify the risk adjuster if a supplement is requested in order to obtain the Department's approval. If the supplement is approved, the Contractor shall send it to the Department	Within 24 hours after completion	\$50.00 per assignment, for each additional 24 hours beyond the required 24-hour notification
<b>Type VII: Temporary Catastrophe Adjusters</b>	<i>Section 2.4.7</i>	
The Contractor's five temporary catastrophe adjusters are proposed to the Division for approval	Within 48 hours of the Department's written or verbal request.	\$500.00 per Division-requested adjuster for each 24-hour period beyond the required timeframe to propose temporary adjusters
The Contractor's approved temporary catastrophe adjusters are deployed to and report to the Division	Deployed within five Business Days of approval by Division	\$500.00 per Division-requested adjuster for each 24-hour period beyond the five

		Business day deployment period
The Contractor shall submit to the Department a written, monthly summary report	Report due by the 10 <sup>th</sup> of each month following the month in which services were rendered.	\$100.00 per assignment, per Business Day beyond the required submission timeframe
<b>Staffing</b>	<i>Section 2.8</i>	
Unauthorized Removal of Division-approved Key Staff as specified in Section 2.9	Ongoing throughout contract term	\$500.00 per incidence
<b>Subcontracting</b>	<i>Section 2.9</i>	
The Contractor shall not enter into any subcontract or amendment to any Division-approved subcontract for services to be provided under the Contract without the express written, prior consent of the Division.	Ongoing throughout contract term	\$1,000.00 per incidence
<b>Security Awareness Training</b>	<i>Attachment B, Information Technology Requirements</i>	
All Contractor staff with access to the Department's network shall complete Department Security Awareness Training	Within 30 calendar days after contract execution.	N/A (Not a payable deliverable.)
<b>Corrective Action Plan</b>	<i>Section 2.6</i>	
The Contractor shall submit a Corrective Action Plan (CAP) for the Department's approval	As specified by the Department	\$100.00 per Business Day after the specified due date that the CAP is not submitted
The Contractor shall implement the Department-approved CAP	As specified by the Department	\$100.00 per Business Day

		after the specified implementation date that the CAP is not implemented
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**B. Contractor Performance Reporting**

At no additional charge, the Contractor shall provide a quarterly performance report to the Department's designated contract manager that summarizes the Contractor's adherence to each of performance standards listed in Table 3 above. The report shall be in a format approved by the Department. Quarterly performance reports shall be submitted to the Department by the 15<sup>th</sup> of the month following the quarterly reporting period, and in addition to the reporting on each performance standard in Table 3 above, shall include a list of all claims assignments generated by the Department during the reporting period, and the date on which the assignment was received by the Contractor. For each assignment and performance standard, the Contractor shall measure its level of performance in adhering to each of the relevant performance standards provided in Table 3 above as follows:

1. Exceeded Contract Requirements
2. Met Contract Requirements
3. Did Not Meet Contract Requirements

**C. Corrective Action Plan**

If the Department determines that the Contractor is out of compliance with any of the provisions of the Contract, the Department may require the Contractor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Contractor to resolve deficiencies without the Department invoking sanctions or more serious remedies, up to and including Contract termination.

In the event the Department identifies a violation of the Contract, or other non-compliance with the Contract, the Department shall notify the contractor of the occurrence in writing. The Department shall provide the Contractor with a timeframe for corrections to be made.



The Contractor shall respond by providing a CAP to the Department within the timeframe specified by the Department and in a format specified by the Department. The Department may require changes to the CAP and provide a specific deadline. The contractor may implement the CAP only after Department approval.

If the Contractor does not meet the standards established in the CAP within the agreed upon timeframe, the Contractor shall be in violation of the provisions of the Contract and shall be subject to sanctions.

## **2.12 Method of Payment**

### **A. Payment for Services Rendered**

The Contract shall be a fixed price, fixed rate Contract. The Department will pay the Contractor in arrears for service hours completed in accordance with the terms of the Contract at the hourly rates provided in the Contract. The Department will pay the Contractor in arrears for appraisals completed in accordance with the terms of the Contract at the fixed price specified in the Contract. No administrative fees, surcharges, processing charges or any other kind of fee shall be invoiced.

There may be occasional claims filed outside of the state of Florida for which the Contractor shall be required to provide claims adjusting services. The Contractor's hourly service rates for services provided out of the state of Florida shall be the same Department-authorized hourly rates for in-State services.

### **B. Reimbursement for Expenses Incurred**

The Department will only reimburse the Contractor for expenses incurred for out-of-county travel. "Out-of-county" is defined as any county beyond the county where the Contractor's place of business is located, and from which the Contractor's assigned staff is working. Any travel for which reimbursement will be requested by the Contractor must be authorized by the Department in advance. Department-authorized, out-of-county travel expenses will be reimbursed to the Contractor pursuant to the provisions of section 112.061, Florida Statutes. The Contractor shall submit invoices for reimbursement of travel expenses incurred to the Division, as instructed by the Contract Manager with all supporting documentation as specified in section 112.061, Florida Statutes. For the purpose of computing travel expenses, the Contractor's place of business where the Contractor's assigned staff is physically located shall be the site by which all travel expenses shall be computed.

Expenses incurred by the Contractor to obtain accident reports, medical reports, photographs, birth certificates, death certificates, court records, or other documents needed to complete an assignment will only be reimbursed

by the Department if such expenses are approved in advance, by the Division. The Contractor shall submit invoices for reimbursement of such expenses incurred to the Division with original receipts to support the expenses, a description of the assignment and need for the expense, and the associated claim number.

### **C. Retainer for Temporary Catastrophe Adjusters**

The Department will pay an annual retainer to the Contractor in a fixed amount specified in the Contract to guarantee availability of at least five temporary catastrophe adjusters as specified in Section 2.4.7.

### **D. Invoice Submission**

The Contractor shall submit all invoices and supporting documentation to the Division as specified by the Department's designated contract manager following the month in which services were rendered, and as specified below. The Division may require electronic invoices or files to be submitted in a format specified by the Division.

- 1) For Type I, II, IV and V assignments, the Contractor shall submit monthly invoices upon completion of each assignment as specified in Section 2.3. The Contractor shall submit a separate invoice for each completed assignment which shall include, at a minimum, a copy of the assignment summary report for the completed assignment as supporting documentation for the service hours rendered.
- 2) For Type III and Type VII assignments, the Contractor shall submit monthly invoices for service hours completed during the prior month to the Division's contract manager. Invoices shall include, at a minimum, a copy of the monthly summary report as supporting documentation for the service hours rendered.
- 3) For Type VI assignments, the Contractor shall submit invoices to the department's designated contract manager upon the completion of each appraisal. Invoices shall include, at a minimum, a copy of the appraisal and supplement, if applicable.

All invoices must have sufficient supporting documentation to allow for a proper audit of the items or services being billed for. In addition to information specified above, all invoices shall include, at a minimum:

- The Invoice Date;

- The Contractor's Invoice Number;
- The Department's Contract Number;
- The State FLAIR Contract Number;
- The Claim Number;
- A Description of Services Rendered or Expenses Incurred
- The Date(s) on Which Services Were Rendered or Expenses Incurred
- Required Supporting Documentation, including assignment summary report
- The Contractor's Remittance Address
- The Contractor's Federal Employer Identification Number

Invoices will be reviewed and approved by appropriate staff within the Division to ensure that there are no disputed services billed, and by the Division's information systems specialist to ensure that the records billed have been added to the Division's claims administration database. The approved invoice will be submitted to the Division's finance section for budgetary approval and payment processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of section 215.422, F.S. The state of Florida's performance and obligation to pay under the Contract is subject to an annual appropriation by the State Legislature.

## **2.13 Special Provisions**

### **A. Translation Services**

If circumstances require, the Contractor must have provisions in place to accommodate non-English speaking persons (including, but not limited to, Spanish and Creole), as well as the hearing impaired and/or others who require special assistance.

### **B. Cooperation in the Event of a Subsequent Contractor**

If the Department enters into a contract with a subsequent contractor related to the services described herein, the Contractor agrees to cooperate fully with the subsequent contractor. Such requirement shall exist notwithstanding the reasons for the retention of the subsequent contractor, including but not limited to cancellation, termination or expiration of the Contract with the Contractor. The Contractor shall not commit any act that will interfere with the performance of work by any subsequent contractor.

If the Contract, or any portion of the Contract thereof, is terminated for any reason prior to its completion, the Contractor agrees to provide for up to six months after the termination all reasonable assistance requested by the Department to facilitate the orderly transfer of services to the Department or its designee(s) in a manner designed to minimize interruption and adverse effect. Such assistance will be deemed to be by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such assistance. Such assistance shall be at no additional charge to the Department if the termination is for Contractor's Default pursuant to PUR 1000 Sec. 24, otherwise the Department shall compensate the Contractor for such assistance on a time and materials basis pursuant to the Contract.

#### **C. Cooperation with other Contractors**

As directed by the Department, the Contractor agrees to cooperate fully with other contractors retained by the Department, and shall not commit any act that will interfere with the performance of work by any other contractor of the Department.

#### **D. Guarantee of Parent Corporation**

In the event Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all of the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. In the event Contractor is sold during the period the Contract is in effect, Contractor agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Contractor.

#### **E. Renewal and Termination**

By mutual agreement of the parties, and pursuant to section 287.057(13), Florida Statutes, **the Department may renew** the Contract for a period of up to four (4) years. The renewal shall be contingent upon availability of funds and satisfactory performance by the Contractor. The renewal price is set forth in the Contractor's Cost Proposal, and incorporated into the Contract terms and conditions. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Contract.

The Department shall have the right to terminate or suspend the Contract, by providing the Contractor 30 Calendar Days written notice. The Contractor shall not perform any services under the Contract after it receives a notice of termination, except as necessary to complete the transition or continued portion of the Contract, if any. The Contractor shall submit to the Department within 90 Calendar Days of termination a request for payment of completed services under the Contract, if applicable. Requests for payment submitted later than 90 Calendar Days after termination shall be subject to rejection and non-payment by the Department

## **F. Scrutinized Companies Certification**

Prior to execution of the Contract, or subsequent renewal of the Contract, the Contractor must certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>). As provided in section 287.135, Florida Statutes, the Department may terminate the Contract in the event the Contractor is found to have submitted a false certification as provided under s. 287.135 (5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notice: Section 287.135, F.S., would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section have been enjoined by a court of law. If ultimately upheld by the court, the Respondent who is awarded this contract may be required to amend the contract to certify compliance with the law, i.e. that the business is not and will not engage in business operations in Cuba or Syria.

## **G. Deliverable Acceptance**

The Department will accept each Deliverable when it meets the performance measures and requirements of the Contract. The Department shall have a maximum period of twenty (20) business days after delivery of a deliverable to verify that the deliverable meets the Contract requirements. The acceptance review will identify any non-conformities which the Department will provide in writing to the Contractor. Contractor shall correct nonconformities within five (5) business days or proceed on another mutually acceptable basis as set forth in writing. The Department shall then have five business days upon redelivery of the Deliverable to confirm the nonconformity has been corrected and report any continuing nonconformity. The Statement of Work contains the financial consequences for nonperformance of a deliverable.

## **H. MyFloridaMarketPlace**

Unless exempted under Rule 60A-1.030-.032, each Contractor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%) on its payments under a Contract, which must be remitted within 40 calendar days after receipt of payment for which such fees are due or the Contractor shall pay interest at the rate established under section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

## **I. Background and employment eligibility verification**

- (a) E-Verify Employment Verification

1. The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Contractor participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website:  
[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
2. The Contractor further agrees that it will require each subcontractor that performs work under the Contract to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and ensure record(s) are made available to the Department upon request.
3. Compliance with the terms of this Employment Eligibility Verification provision shall be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.

**J. Limitation of Liability.**

- (a) The Indemnification provisions of RFP and its incorporated PUR 1000-19 shall apply with the following clarifications, except that each party shall be responsible for its own attorney fees. The procedures set forth below shall apply to all indemnity obligations under this Contract. (except as otherwise expressly provided below):
  1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to:
    - a) Any claim by, on behalf of, or pertaining to a Contractor Subcontractor or Contractor personnel in relation to the Contract or the Services. In the case of a claim by employees of Contractor (or of any of its Subcontractors), Contractor's indemnification of the State, claimants, agents and employees will be to the same extent as if the claim was made by a person who is not an employee of Contractor (or its Subcontractor) – i.e., the Contractor's indemnification obligations to the Department will not be subject to any limitation of the Contractor's liability to the person claiming injury under workers' compensation or similar Laws;

- b) Any claim that, if true, would constitute a breach of the Contractor's obligations with respect to any Confidential Information or data security;
  - c) Any claim that any Personal Information (as defined in section 817. 5681, F. S.) was misused or improperly disclosed due to any act or omission of the Contractor (or any entity or person for which the Contractor is responsible);
  - d) Any claim that, if true, would arise from or be attributable to a breach of Contractor's obligations to comply with Laws;
  - e) Any claim that, if true, would arise from or be attributable to a breach of the Contractor's warranties regarding non-infringement of Deliverables;
  - f) Any claim that, if true, would arise from or be attributable to fraud, theft, or embezzlement by any Contractor (or Subcontractor) personnel;
  - g) Any claim that, if true, would arise from or be attributable to an intentional tort, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of the Contractor (or any entity or person for which the Contractor is responsible);
  - h) Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or Subcontractors,
2. However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State.

- (b) Notwithstanding anything to the contrary, nothing in this section will be construed to impose any limitation on compliance with Rule 60A-1.006 (3), F.A. C.

#### **K. Data Protection**

- (a) No Department data or information will be transferred or stored offshore or out of the United States of America.
- (b) Access to Department data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly.

Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.

- (c) The Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of data security or the negligent acts or omissions of the Contractor related to this subsection.
- (d) All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department and Rule Chapter 71A-1. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

#### **L. No Advertising or Endorsements**

The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner, that the Department recommends or endorses the Contractor.

#### **M. Conflict of Interest**

During the term of the Contract, the Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has an employment or other material interest as defined by section 112.312 (15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of the Contract, except as provided in section 112.3185, Florida Statutes.



## SECTION 3: INSTRUCTIONS TO PROPOSERS

### 3.1 Restriction on Communications

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Department's posting the notice of intended award, excluding Saturdays, Sundays, and State-observed holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

No decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employees. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection the Proposer, its agents and employee will not engage in any written or verbal communication with any Department employees whether or not such individual is assisting in the selection, regarding the merits of the Proposer or whether the Department should retain or select the Proposer. The Proposer will not engage in any lobbying efforts or other attempts to influence the Department or the evaluation team, in an effort to be selected. The selection period shall begin according to the timetable provided in TABLE 1 – Solicitation Timetable, provided in Section 1.4.

### 3.2 Questions

The Department will receive all questions pertaining to this RFP no later than the date and time specified for written inquiries in Section 1.4, TABLE 1 – Solicitation Timetable. **No telephone inquiries will be accepted by the Department.** All questions must be made **in writing** to the Purchasing Agent identified in Section 1.2 of this RFP. Questions may be submitted by U.S. Mail, email, fax or hand delivered. The Department's response to questions received will be posted as an addendum to this RFP as specified in Section 1.4, TABLE 1 – Solicitation Timeline. The Department reserves the right to consider questions received after the submission deadline on a case-by-case basis. If the Department, in its sole discretion, determines that all prospective proposers would benefit from a response, an addendum to this RFP will be issued and posted to the Vendor Bid System.

### 3.3. RFP Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the RFP during the solicitation period, a written addendum will be posted to the Vendor Bid System. **It is the responsibility of prospective proposers to check the Vendor bid System periodically for any information or updates to this RFP. The Department bears no responsibility for any resulting impacts associated with a prospective proposer's failure to obtain the information made available through the Vendor Bid System.**

### **3.4 Cost of Proposal Preparation**

The costs related to the development and submission of a proposal to this RFP is the full responsibility of the proposer and is not chargeable to the Department.

### **3.5 Independent Preparation of Response**

A proposer shall not, directly or indirectly, collude, consult, communicate or agree with any other proposer as to any matter related to the proposal each is submitting. Additionally, a proposer shall not induce any other proposer to submit or not to submit a proposal to this RFP.

### **3.6 Prohibition of Gratuities**

By submission of a proposal, a proposer certifies that no elected official or employee of the state of Florida has or shall benefit financially or materially from such proposal or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes. Any contract issued as a result of this RFP may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

### **3.7 Term and Type of Contract Contemplated**

The Contract will be a fixed price, fixed rate contract with an anticipated initial term of four years. This RFP, including all its addenda, the Department's written response(s) to written inquiries, and the Proposer's proposal shall be incorporated into the Contract. Prospective proposers should closely review the requirements contained herein, as modifications proposed by a prospective proposer may not be considered.

### **3.8 Contract Award**

The Department anticipates issuance of one contract resulting from this RFP (Contract). The Department, at its sole discretion, shall make this determination. The Contract shall be awarded to the responsible and responsive proposer, whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the price and other criteria set forth in this RFP. The Department will post its notice of intent to award as specified in Section 1.4, TABLE 1 – Solicitation Timetable. Following Contract award, the Department will coordinate with the Proposer execution of a final Contract between the Department and the Proposer, who will be the Contractor. The final Contract shall be substantially in the form provided as **ATTACHMENT A, Standard Contract**, with only such non-substantive changes therein as shall be necessary to the orderly administration of the Contracted services. If there are any perceived inconsistencies among any of the provisions of the RFP

and its attachments, prospective proposers shall bring such inconsistencies to the attention of the Department prior to the submission of a Proposal.

### **3.9 Public Records.**

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. The final form of the Contract is a public record. Trade secrets are not solicited nor desired as submissions with proposals to this RFP. Section 812.081, Florida Statutes, defines trade secrets. If a Proposer submits a Proposal containing trade secrets, the Proposer shall submit a statement titled "Notice of Trade Secrets." This Notice shall clearly identify specific sections of the Proposal that are trade secrets and identify the reason for each designation. If the Department receives a public records request related to the Proposal, the Proposers who have filed Notices of Trade Secrets shall be notified of the request. Also, if a Proposer considers any portion of the Proposal documents, data or records submitted in reply to this RFP to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its Proposal.

The Proposer shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Such protection shall be accomplished within 15 Business Days of the notification of the public records request by the Department. Failure to protect the trade secret shall constitute a waiver of any claim of confidentiality and the Department shall release the requested document. Any prospective Proposer acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed that that no right or remedy for damages arises from any disclosure. The successful Proposer shall retain such records for the longer of (3) three years after the expiration of the awarded Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: [http://dlis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm)).

### **3.10 Proposal Guarantee**

The original Proposal must be accompanied by a proposal guarantee payable to the state of Florida in the amount of \$100,000.00; the Proposer must be the guarantor.

The proposal guarantee is a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the Proposal as assurance that the Proposer shall, upon the Department's acceptance of its Proposal, execute the Contractual documents required within the time specified.

The form of the proposal guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check. The Department will not accept a letter of credit in lieu of the proposal guarantee.

All proposal guarantees will be returned upon execution of the Contract resulting from this RFP. If the successful proposer fails to execute a Contract within thirty (30) consecutive Calendar days after the Contract has been presented to it for signature, the proposal guarantee shall be forfeited to the state of Florida. The proposal guarantee from the successful Proposer will be returned after execution of the Contract.

**FAILURE TO INCLUDE THE PROPOSAL GUARANTEE WITH THE SUBMISSION OF THE ORIGINAL PROPOSAL WILL RESULT IN THE REJECTION OF A PROPOSER'S PROPOSAL.**

### **3.11 Proposal Preparation and Submission**

**Electronic submissions of proposals via MyFloridaMarketPlace are not required and will not be accepted for this RFP.**

The instructions for this RFP have been designed to help ensure all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and proposal time. Information submitted in variance with these instructions may not be reviewed or evaluated.

An original and seven (7) duplicate paper copies, in a sealed package, must be submitted to the Purchasing Agent identified in Section 1.2 no later than the time indicated in Section 1.4, TABLE 1 – Solicitation Timetable, for submission of proposals. The original, sealed proposal shall be marked as “Original” and shall contain all original documents required to be signed as part of the Proposal submission. Proposals may be submitted via U.S. Mail, Courier, or hand delivery. Proposals sent by fax or email will not be accepted. Proposals received after the date and time specified in Section 1.4, TABLE 1 – Solicitation Timetable, will not be considered and will be returned to the prospective proposer unopened.

Hard copy proposals should be bound individually and submitted in three ring binders or secured in a similar fashion to contain pages that turn easily for review. Proposals should be single sided, typed in Arial 11 pt. font, or equivalent, using 1 inch margins and may not exceed two (2) three-inch binders in length. Graphics, charts, and tables provided in the Proposal may be submitted in a smaller font than Arial 11. All pages must be numbered, identify the Department's RFP number, and include the Proposer's name.

Proposers should submit an original and seven (7) electronic copies of the Proposal. The electronic format should be submitted on CD or DVD. The software used to produce the electronic files must be Microsoft Office 2007 or greater. The electronic files must be logically named and easily mapped to the hard copy Proposal. Clearly label the electronic media in the same manner as the hard copies.

If the Proposer considers any portion of its Proposal, including data or records submitted in reply to this RFP to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted paper copy and a separate redacted electronic copy of its Proposal. The redacted paper copy and electronic copy shall be clearly marked "Redacted" and contain a transmittal letter authorizing release of the redacted version of the Proposal in the event the Department receives a public records request. **PROPOSERS SHALL NOT MARK THEIR ENTIRE PROPOSAL AS TRADE SECRET. ANY PROPOSAL SO MARKED WILL BE REJECTED.**

Each Proposal binder must be clearly marked with the following information on both its outside front cover, and on its spine:

- Either "Original" "Copy" or "Redacted Copy," as appropriate
- The Department's RFP number
- The date and time of proposal opening
- The Proposer's legal name
- "Binder \_\_ of \_\_ " to indicate the number of binders constituting the Proposal

### **3.12 Proposal Contents and Organization**

The Proposal shall contain the following information, and shall be organized using clearly identified parts and tabs in the order specified below.

#### **PART 1: Mandatory Documentation**

**FAILURE TO SUBMIT THE MANDATORY ITEMS IN PART 1: MANDATORY DOCUMENTATION, AS SPECIFIED BELOW WILL RESULT IN THE REJECTION OF THE PROPOSAL**

##### TAB 1-A – Transmittal Letter

The Proposer shall include a transmittal letter, **signed by the Proposer** that provides the following information:

- (a) A brief statement indicating the Proposer's interest in and understanding of the work to be completed as specified in this RFP;
- (b) The Proposer's Federal Employer Identification (FEID) Number will be provided before the Contract is signed if the Proposer is awarded the Contract;
- (c) The name(s), title(s), mailing address(es), email address(es), and telephone number(s) of the individual(s) authorized to make representations on behalf of the Proposer;

- (d) The name(s) and title(s) of the individual(s) authorized to legally bind the Proposer; and
- (e) Stated certifications that:
  1. The Proposer has a primary business office within the State of Florida located at (provide the address of the Proposer's primary business office, the telephone/cell phone number(s), and the name of the local contact person at the Proposer's primary Florida business office.)
  2. The Proposer accepts the terms and conditions of this RFP, including the Department's Standard Contract, provided herein as **ATTACHMENT A**.
  3. All persons, companies, or parties interested in the Proposal as principals of the Proposer are named, and the Proposal is made without collusion with any other persons, company or parties submitting a Proposal, and the Proposal is made in good faith, and the signatory has full authority to legally bind the Proposer to the provisions of this RFP; **and**
  4. The Proposer (including its subcontractors, subsidiaries and partners) has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract for this RFP; and the Proposer has included information in its Proposal to the RFP detailing the existence of actual or potential organizational conflicts of interest.
  5. Proposer agrees to not seek indemnification from the Department for any costs or services.

**If submitting the Proposal as a joint venture or legal partnership, both parties must provide the above listed information.**

TAB 1-B – Required Certifications

All of the certifications provided in **ATTACHMENT C, Required Certifications**, are required and must be submitted with the Proposal via submission of **ATTACHMENT C, Required Certifications**, which must be **signed by the Proposer and included with its Proposal**.

TAB 1-C – Proposal Guarantee

The Proposer shall include a proposal guarantee in its original Proposal , as specified in Section 3.10 of this RFP.



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## **PART 2: Client References**

In the space provided on **ATTACHMENT D, Client Reference Form** the Proposer must list all names under which it has operated during the last five (5) years. Also, in the spaces provided on **ATTACHMENT D, Client Reference Form** the Proposer (not intended subcontractors) must provide the information indicated for three (3) separate and verifiable, non-Department clients. The clients listed must be for work similar in nature to that specified in this RFP. The same client may not be listed for more than one reference, and confidential clients shall not be included. In the event the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided on **ATTACHMENT D, Client Reference Form. The Client References will not become part of the Contract.**

Clients that are listed as subcontractors in the Proposal will not be accepted as client references under this RFP. Entities having an affiliation with the Proposer, (i.e. current parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as client references under this RFP.

In the event that the Proposer submits a response as a joint venture or legal partnership, at least one client reference must be listed for each member of the joint venture or legal partnership. However, the total minimum number of clients to be listed shall be three.

### **PART 3: Financial Statements**

The Proposer shall submit its most recent audited financial statements. **The financial information will not become part of the Contract.** If audited financial statements are not available, the Proposer shall submit its most recent financial information, which shall include, at a minimum:

- (a) Income Statement(s) or Revenue and Expense Statement(s) – This shall include statement(s) of profit or loss (for not-for-profits it is the excess of revenues over expenses) during a particular period including all items of revenue income and expenditure;
- (b) Balance Sheet(s) – This shall include statement(s) of total assets, liabilities, and net worth at a given point in time;
- (c) Cash Flow Statement(s) – This shall include statement(s) that reflect the inflow of revenue versus the outflow of expenses resulting from operating, investing, and financing activities during a specific time period; and
- (d) Notes to the Financial Statements – This shall include a description of the reporting entity, major asset categories, debt, contingency liabilities, transactions with related parties, subsequent events, and a list of significant accounting policies and estimates used.

## **PART 4: Technical Proposal**

### TAB 4-A – Table of Contents

The Proposer shall include a table of contents in its Proposal that contains section headings and subheadings along with corresponding page numbers.

### TAB 4-B – Organizational Structure and History

The Proposer shall describe its organizational structure and history. For responses that include one or more subcontractors, the same descriptions of organizational structure and history shall also be provided for each proposed subcontractor. The description shall include, at a minimum:

- (a) A detailed description of the Proposer's organizational structure, history, legal structure, ownership, affiliations, and location(s); and
- (b) The Proposer's organizational chart, including the total number of non-subcontracted employees.

### TAB 4-C – Proposer/Subcontractor Experience and Qualifications

The Proposer shall describe its qualifications for, and experience in providing services similar in nature to those described in this RFP, as well as that of any proposed subcontractor, if applicable. At a minimum, the description shall include:

- (a) A synopsis of the Proposer's experience with managing or providing claims investigation and claims processing services;
- (b) A synopsis of the Proposer's experience with managing or providing claims investigation and claims processing services to Florida government entities;
- (c) A summary of the Proposer's knowledge of and experience working with Workers' Compensation laws;
- (d) A summary of the Proposer's knowledge of and experience working with general liability, automobile liability, civil rights, employment discrimination and property damage claims; and

(e) A summary of the Proposer's experience with using technology that aids in fraud detection.

TAB 4-D – Workers' Compensation Claims Assignments

The Proposer shall describe its approach to providing the services involving workers' compensation claims as described in Section 2.4 of this RFP, including any plans for using subcontractors. The description shall include, at a minimum:

- (a) How the Proposer will allocate Department assignments to its staff to ensure thorough and timely completions;
- (b) How the Proposer will ensure adherence to the Department's required response times for providing acknowledgement of assignments, and completing assignments within the required timeframes specified in this RFP;
- (c) The Proposer's approach to providing special investigation/field contact as specified in Section 2.4.1 of this RFP;
- (d) The Proposer's approach to providing external full handling and processing of a claim as specified in Section 2.4.2 of this RFP;
- (e) The Proposer's approach to ensuring timely, temporary claims processing services within the timeframes specified in Section 2.4.3 of this RFP, when requested by the Department;
- (f) The Proposer's approach to ensuring quality investigation of possible workers compensation fraud by claimants; and
- (g) The Proposer's approach to providing surveillance and observational activities in regard to workers' compensation claimants.

TAB 4-E – Liability, Civil Rights, Employment Discrimination and Property Damage Claims

The Proposer shall describe its approach to providing the services involving claims for general liability, automobile liability, civil rights, employment discrimination, and property damage claims to state building and contents as described in Section 2.4 of this RFP, including any plans for using subcontractors. The description shall include, at a minimum:

- (a) How the Proposer will allocate Department assignments to its staff to ensure thorough and timely completion;
- (b) How the Proposer will ensure adherence to the Department's required response times for providing acknowledgement of assignments, and completing assignments within the required timeframes specified in this RFP;
- (c) The Proposer's approach to providing special investigation/field contact as specified in Section 2.4.1 of this RFP;
- (d) The Proposer's approach to providing external full handling and processing of a claim as specified in Section 2.4.2 of this RFP;
- (e) The Proposer's approach to ensuring timely, temporary claims processing services within the timeframes specified in Section 2.4.3 of this RFP, when requested by the Department;
- (f) The Proposer's approach to ensuring quality investigation of possible insurance fraud;
- (g) The Proposer's approach to providing surveillance and observational activities in regard to claims involving general and automobile liability; civil rights, employment discrimination, and property damage to State buildings and contents;
- (h) The Proposer's ability and approach to adequately determine and document appraisals for damages to automobiles, heavy equipment, structural property and marine property; and
- (i) The Proposer's approach to ensuring timely, qualified temporary catastrophe adjusters within the timeframes specified in Section 2.4.7 of this RFP, when requested by the Department.

TAB 4-F – Reporting

The Proposer shall describe its approach to adhering to all reporting requirements and deadlines as specified in Section 2.4 and 2.5 of this RFP. The description shall include, at a minimum:

- (a) How assignments shall be allocated, and tracked to ensure thorough and timely reporting to the Agency;
- (b) How the Proposer shall ensure pertinent and accurate information is reported to the Department; and
- (c) The Proposer's ability and approach to responding to the Department's ad hoc reporting requests, including any known barriers or limitations in response times.

TAB 4-G – Internal Quality Assurance

The Proposer shall provide a draft internal quality assurance plan as described in Section 2.6 of this RFP. The draft internal quality assurance plan shall include, at a minimum:

- (a) Identification of an existing or proposed internal quality control committee, or staff, and their responsibilities;
- (b) Procedures for ensuring detailed policies and procedures are in place to ensure high quality service delivery;
- (c) Procedures for ensuring adequate, qualified adjusters are available to respond to and complete Department assignments as specified in this RFP;
- (d) How new employees (including subcontractors) shall be trained and oriented to the services to be provided in the Contract;
- (e) How employee performance will be monitored, including any interventions to be used when functions are not adequately performed by employees or subcontractors;
- (f) How issues that threaten the Contractor from meeting the terms and conditions of the Contract will be escalated within the Proposers organization;
- (g) How Contract response times and reporting requirements will be monitored and ensured;
- (h) Procedures for ensuring IT and data submission requirements as specified in this RFP are met; and
- (i) Procedures for ensuring confidentiality and protection of Claimant and other confidential information.

TAB 4-H – Information Technology (IT) Requirements

The Proposer shall demonstrate its Information Technology (IT) capability is sufficient to meet the requirements of this RFP by describing at a minimum:

- (a) The system(s) to be used by the Proposer to provide the Contract services;
- (b) The technical components of the Proposer's system(s), including application, platform, database interfaces, security requirements, support and system performance; and
- (c) Any requirements for training Provider staff to access the Department's claims management and document management systems.

TAB 4-J – Staffing

The Proposer shall demonstrate its capability to provide staffing levels sufficient to meet the requirements of this RFP by describing the qualifications and experience of its proposed staff: The description shall include, at a minimum:

- (a) Staff org chart(s) identifying the Proposer's key staff by name, if known at the time of Proposal submission, and position titles; (If key staff positions are vacant, the Proposer shall identify key staff by position titles.) and
- (b) Proposed staffing levels for the completion of services statewide, including proposed locations of qualified staff throughout the State to ensure prompt completion of assignments and reduced travel expenses.

**PART 5: Cost Proposal**

Cost Proposal

The Proposer shall submit one original, fully completed and signed Cost Proposal, provided as **ATTACHMENT E** of this RFP with its original Proposal.

**FAILURE TO SUBMIT ALL COST INFORMATION USING ATTACHMENT E WILL RESULT IN THE REJECTION OF THE PROPOSAL.**



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## **SECTION 4: EVALUATION PROCESS**

Proposals will be opened on the date and at the location indicated in TABLE 1 - Solicitation Timetable provided in Section 1.4 of this RFP. Proposers may, but are not required to, attend the proposal opening. **Prices will not be read at the public proposal opening.**

### **4.1 Evaluation Team**

An evaluation team consisting of at least three individuals who collectively have experience and knowledge in the program areas and service requirements specified in this RFP will be appointed in writing by the Department. The Department's appointed evaluation team members will collectively evaluate and score the Proposals. The Department reserves the right to have specific sections of the Proposals evaluated and scored by less than three individuals.

### **4.2 Mandatory Criteria Review**

Proposals must satisfy the mandatory minimum requirements specified in Section 3.12 of this RFP in order to be deemed "responsive" and proceed into the evaluation phase. The Department's appointed evaluation team will verify that all mandatory technical requirements are met. The objective of this RFP is to elicit firm contractual offers subject to the Department's acceptance. For a Proposal to be responsive, the Proposer must be committed to enter into a contract based on this RFP and the Proposer's Proposal. If a Proposal contains language which withdraws or negates commitments to requirements of the RFP, or qualifies the Proposal such that it is not a firm offer to contract under terms consistent with the requirements of this RFP, the submission shall be subject to being deemed nonresponsive and rejected. Proposers are cautioned to carefully proofread Proposals to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the Proposal.

### **4.3 Client References**

Client references will be scored based on information provided by each client in response to questions included in **ATTACHMENT D, Client Reference Form**. Each reference is worth a maximum of 50 points.

### **4.4 Financial Information Evaluation**

A Departmental Certified Public Accountant will evaluate the Proposer's financial information. A score will be assigned for financial responsibility based on the following scale:

Points

- 20 Financial stability is excellent.
- 15 Financial stability is above average.
- 10 Financial stability is average.
- 5 Financial stability is below average.
- 0 Financial stability is inadequate.

Proposers determined to have inadequate financial stability to fully perform the requirements specified in this RFP will be disqualified at the Department's sole discretion.

#### 4.5 Cost Proposal Evaluation

The Department will evaluate the Proposer's cost proposal and award points separately for each proposed fixed unit cost provided in Tables A through C as specified in **ATTACHMENT E**. For each of the separate proposed fixed unit costs (in Tables A through C of **ATTACHMENT E**, the Proposer with the lowest proposed fixed unit cost will receive the maximum allowable points (five points) for that fixed unit cost. The proposed unit costs will be used as consideration of the total cost per year, when scoring the cost proposal. The remaining Proposers will receive a percentage of the maximum points for that fixed unit cost, rounded to the nearest whole number based on the following formula:

$\frac{\text{Lowest Proposed Unit Cost}}{\text{Current Proposer's Proposed Unit Cost}} = \% \times 5 = \text{Total Points Awarded, Rounded to the Nearest Whole Number}$
--

*EXAMPLE:*

*In the following example, there are three Proposers and three unit cost requirements:*

	<i>Proposed Per-Unit Cost</i>					
	<i>Unit Cost 1</i>	<i>Points Awarded</i>	<i>Unit Cost 2</i>	<i>Points Awarded</i>	<i>Unit Cost 3</i>	<i>Points Awarded</i>
<i>Proposer A</i>	<i>\$200</i>	<i>5</i>	<i>\$380</i>	<i>4</i>	<i>\$4,000</i>	<i>4</i>
<i>Proposer B</i>	<i>\$295</i>	<i>3</i>	<i>\$298</i>	<i>5</i>	<i>\$3,250</i>	<i>5</i>
<i>Proposer C</i>	<i>\$198</i>	<i>5</i>	<i>\$415</i>	<i>4</i>	<i>\$5,680</i>	<i>3</i>

**4.6 Oral Presentations**

The Department may, at its sole discretion, request oral presentations from all proposers. Oral presentations will not be separately scored, and may be conducted face-to-face, via telephone or webinar at the sole discretion of the Department.

**4.7 Technical Proposal Evaluation**

Department appointed evaluation team members will evaluate and score the technical components of the Proposals independent of the other evaluation team members. Technical components of the Proposals will be evaluated and awarded points based on the following point structure:

- Points
- 0 The component was not addressed.
  - 1 The component contained significant deficiencies.
  - 2 The component is below average.
  - 3 The component is average.
  - 4 The component is above average.
  - 5 The component is excellent.

**4.8 Scoring and Weights**

Evaluations and scoring of points will be based on the detailed evaluation criteria components provided in Section 4.9 of this RFP. Raw points for each component will be calculated and weighted using the factors provided in the table below to arrive at the maximum points for each proposal. The maximum points available to a Proposer is 100.

Component	Maximum Raw Points Available	X	Weight Factor	=	Maximum Points Available
<b>A. Mandatory Criteria Documentation</b> (responsiveness (Tab 1A-C), determined according to RFP section 4.2)					
<b>B. Past Performance</b>					

1. Client Reference #1	45	X	.0278	=	1.25
2. Client Reference #2	45	X	.0278	=	1.25
3. Client Reference #3	45	X	.0278	=	1.25
<b>C. Financial Information</b>	20	X	.0625	=	1.25
<b>D. Cost Proposal</b>	250	X	.12	=	30
<b>E. Technical Proposal</b>					
1. Table of Contents					
2. Organizational Structure and History	5	X	.6	=	3
3. Proposer/Subcontractor Experience & Qualifications	25	X	.28	=	7
4. Workers' Compensation Claims	35	X	.429	=	15
5. Liability, Civil Rights, Employment Discrimination and Property Damage Claims	35	X	.429	=	15
6. Reporting	10	X	.8	=	8
7. Internal Quality Assurance	45	X	.067	=	3
8. Information Technology (IT) Requirements	15	X	.333	=	5
9. Staffing	20	X	.45	=	9
<b>Total Maximum Points Available</b>					<b>100</b>

The maximum points awarded to a proposal by each evaluator will be added and then averaged to arrive at the Final Points Awarded to that proposal. The Department will award the Contract to the Proposer with the proposal that receives the highest Final Points Awarded. The Final Points Awarded will be rounded to the nearest hundredth.

EXAMPLE:

In the example below there are 100 maximum available points, four (4) evaluators and three (3) proposals. In the example below, Proposer 2 has the highest Final Points Awarded.

	Maximum Points Awarded to Each Proposer				Total Maximum Points	Average Calculation	FINAL POINTS AWARDED
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4			
Proposer 1	98	96	87	82	363	$363 \div 4 =$	90.75
Proposer 2	86	98	96	93	373	$373 \div 4 =$	93.25
Proposer 3	78	73	64	76	291	$291 \div 4 =$	72.75

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#### 4.9 Technical Component Evaluation Criteria

Each of the following components will be evaluated based on the criteria provided below and scored based on the point structure delineated in Section 4.5, Technical Proposal Evaluation.

##### A. Table of Contents

The Proposer shall include a Table of contents in its response. The Table of contents shall contain section headings and subheadings along with corresponding page numbers. ***(No points will be awarded for this component.)***

##### B. Organizational Structure and History

The Proposer should demonstrate its capability to provide the services specified in this RFP through its description of its organizational structure and history. This section will be evaluated based on the following: ***(This section is worth a maximum of 5 raw points with the following component being worth a maximum of 5 points each.)***

The ability of the Proposer to provide the level of statewide services described in this RFP based on its organizational structure, history, legal structure, ownership, affiliations, and location(s).

##### C. Proposer/Subcontractor Experience and Qualifications

The Proposer should describe its experience in providing consulting services similar in nature to those described in this RFP as well as that of any proposed subcontractor, if applicable. This section will be evaluated based on the following: ***(This section is worth a maximum of 25 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The Proposer's level of overall experience in managing or providing claims investigation and claims processing services;
- (b) The Proposer's level of experience in managing or providing claims investigation and claims processing services to Florida government entities;
- (c) The adequacy of the Proposer's level of knowledge in regard to workers' compensation laws, specifically Florida law;
- (d) The adequacy of the Proposer's level of knowledge in regard to general liability, automobile liability, civil rights, employment discrimination and property damage claims, specifically in the state of Florida; and

- (e) The Proposer's level of overall experience in using technology that aids in fraud detection and its relevancy to the services described in this RFP.

D. Workers' Compensation Claims

The Proposer should describe its approach to providing the services involving workers' compensation claims as described in Section 2.4 of this RFP, including any plans for using subcontractors. This section will be evaluated based on the following: ***(This section is worth a maximum of 35 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The adequacy and viability of the Proposer's approach to ensuring thorough and timely completion of Department assignments;
- (b) The ability of the Proposer to ensure adherence to the Department's various response time requirements, such as the 24-hour assignment acknowledgement requirement; .
- (c) The adequacy of the Proposer's approach to providing special investigation/field contact as specified in Section 2.4.1 of this RFP;
- (d) The adequacy of the Provider's approach to providing external full handling and processing of a claim as specified in Section 2.4.2 of this RFP;
- (e) The ability of the Proposer to ensure qualified temporary adjusters are made available to the Department within the timeframe specified in Section 2.4.3 of this RFP;
- (f) The adequacy of the Proposer's approach to ensuring quality investigation of possible workers compensation fraud by claimants; and



- (g) The adequacy of the Proposers approach to providing surveillance and observational activities in regard to workers' compensation claimants.

E. Liability, Civil Rights, Employment Discrimination and Property Damage Claims

The Proposer should describe its approach to providing the services involving liability, civil rights, employment discrimination and property damage claims as described in Section 2.4 of this RFP, including any plans for using subcontractors. This section will be evaluated based on the following: ***(This section is worth a maximum of 35 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The adequacy and viability of the Proposer's approach to ensuring thorough and timely completion of Department assignments;
- (b) The ability of the Proposer to ensure adherence to the Department's various response time requirements, such as the 24-hour assignment acknowledgement requirement and the 36-hour requirement to contact equipment owners.
- (c) The adequacy of the Proposer's approach to providing special investigation/field contact as specified in Section 2.4.1 of this RFP;
- (d) The adequacy of the Provider's approach to providing external full handling and processing of a claim as specified in Section 2.4.2 of this RFP;
- (e) The ability of the Proposer to ensure qualified temporary adjusters are made available to the Department within the timeframe specified in Section 2.4.3 of this RFP;
- (f) The adequacy of the Proposer's approach to ensuring quality investigation of possible insurance fraud by claimants; and
- (g) The adequacy of the Proposers approach to providing surveillance and observational activities in regard to claims involving liability, civil rights, employment discrimination and property damage.

F. Reporting

The Proposer should demonstrate its capability to meet the reporting requirements described in Section 2.5 of this RFP. This section will be evaluated based on the following:

***(This section is worth a maximum of 10 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The adequacy of the Proposers approach to ensuring thorough and timely reporting to the Agency as specified in this RFP; and
- (b) The Proposer's ability and approach to responding timely to the Department's ad hoc reporting requests.

G. Internal Quality Assurance Plan

The Proposer should provide a draft internal quality assurance plan as described in Section 2.6 of this RFP. This section will be evaluated based on the following: ***(This section is worth a maximum of 45 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The adequacy of the Proposer's existing or proposed quality control committee, or staff, and their assigned responsibilities in terms of ensuring quality Contract outcomes;
- (b) The adequacy of the Proposer's draft or proposed operational policies and procedures for carrying out the Contract services;
- (c) The extent to which the Proposer's draft internal quality assurance plan addresses ensuring adequate, qualified adjusters are available to respond to and complete Department assignments;
- (d) The extent to which the Proposer's draft internal quality assurance plan addresses monitoring response times and reporting requirements to ensure Contract compliance;
- (e) The extent to which the Proposer's draft internal quality assurance plan addresses training new employees (including subcontractors, if applicable) and orienting them to the Contract services;
- (f) The extent to which the Proposer's draft internal quality assurance plan addresses monitoring employee performance, and ensuring interventions are used when functions are not adequately performed by employees or subcontractors;

- (g) The extent to which the Proposer's draft internal quality assurance plan addresses ensuring IT and data submission requirements of the Contract are met;
- (h) The extent to which the Proposer's draft internal quality assurance plan addresses escalation of issues within the Proposer's organization that threaten the Contractor from meeting the terms and conditions of the Contract; and
- (i) The extent to which the Proposer's draft internal quality assurance plan addresses ensuring confidentiality and protection of Claimant and other confidential information.

I. Information Technology (IT) Requirements

The Proposer shall demonstrate its Information Technology (IT) capability is sufficient to meet the requirements of this RFP by describing at a minimum: ***(This section is worth a maximum of 15 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The ability of the Proposer's system(s) to enable the provision of Contract services and meet the requirements described in this RFP;
- (b) The adequacy of the technical components of the proposed system(s), including application, platform, database interfaces, security requirements, support and system performance in terms of providing the Contract services and meeting the requirements described in this RFP.
- (c) The reasonableness and viability of the Proposer's need for training of its staff to access the Department's claims management and document management systems.

J. Staffing

The Proposer should demonstrate its capability to provide staffing levels sufficient to meet all of the requirements of this RFP and shall describe the qualifications and experience of its proposed staff: This section shall be evaluated based on the following: ***(This section is worth a maximum of 20 raw points with each of the following components being worth a maximum of 5 points each.)***

- (a) The adequacy and viability of the Proposer's approach to maintaining staffing levels throughout the state in numbers and locations sufficient to ensure timely response to the Department's assignments;

- (b) The adequacy of the Proposer's plan to recruit and fill qualified, temporary claims adjusters in a timely manner upon the Department's request;
- (c) The adequacy of the Proposer's proposed on-site investigator (if known), or the adequacy of its plan to recruit a qualified individual as required by the Department; and
- (d) The adequacy of the Proposer's plan to ensure its contract manager is available to meet with Department staff, both face-to-face and via conference call throughout the term of the Contract.

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**ATTACHMENT A  
Standard Contract**

**All prospective proposers should review the proposed standard contract language contained below. In responding to this RFP, a prospective proposer has agreed to accept the terms and conditions of the contract contained in this attachment. The Department reserves the right to make nonsubstantive modifications to this contract if it is deemed to be in the best interest of the Department or the state of Florida.**

**Contract No.**\_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
STANDARD CONTRACT**

**THIS CONTRACT** ("Contract") is entered into between the state of Florida Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399 ("Department") or its successor, and \_\_\_\_\_ (Contractor) \_\_\_\_\_, effective as of the last date signed below.

WHEREAS, the Department has determined that it is in need of Statewide professional claims investigation and claims processing services for liability, property, and workers' compensation claims filed against a state of Florida agency; and

WHEREAS, the Contractor, as an independent contractor of the Department, has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

**1. Services and Deliverables.**

The Contractor agrees to render the services or other units of deliverables as set forth in the Contractor's accepted proposal responding to the Department's Request for Proposals (RFP) for services, RFP # DFS RM 12/13-09 and its Attachments. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in said RFP and PUR 1000 and 1001 incorporated into the RFP.

**2. Delivery Schedule.**

The services or other units of deliverables specified in the RFP and its Attachments shall be delivered or otherwise rendered on behalf of the Department in accordance with the schedule in the Contractor's accepted proposal and consistent with the RFP. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in said RFP and its Attachments, and in the Contractor's response to said RFP.

### **3. Term of Contract.**

The initial term of the Contract is four years, beginning on the last date signed below. By mutual agreement of the parties, and pursuant to section 287.057(13), Florida Statutes (F.S.), the Department may renew the Contract for up to four years beyond the initial term of the Contract. Renewal shall be contingent upon availability of funds and satisfactory performance by the Contractor. The renewal price is set forth in the Contractor's Cost Proposal. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Contract.

The Department shall have the right to unilaterally terminate or suspend the Contract, by providing the Contractor thirty (30) Calendar Days written notice, pursuant to PUR 1000 ¶ 27.

### **4. Payment.**

(a) Subject to the terms and conditions established by this Contract and the billing procedures established by the Department, the Department agrees to pay the Contractor in arrears for services rendered.

(b) Vendor Rights. Contractors providing goods and services to a State agency should be aware of the following time frames: Upon receipt, an agency has five (5) Business Days to inspect and approve the goods and services, unless the Proposal specifications, purchase orders or Contract specifies otherwise. An agency has twenty (20) Calendar Days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) Calendar Days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Department is to approve the invoice in the state financial system within twenty (20) Calendar Days.

If a payment is not available within forty (40) Calendar Days, a separate interest penalty, computed at the rate determined by the state of Florida Chief Financial Officer pursuant to section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. The applicable quarterly interest rate may be found at <http://www.myfloridacfo.com/aadir/interest.htm>. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the State agency with the Contractor's proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.

(c) Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. The Contractor, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.

(d) Expenses. The Contract is a fixed price, fixed rate contract with invoicing after approval of deliverables. Any expense incurred by the Contractor for travel, or other expenses must be authorized by the Department in advance. Travel expenses will be reimbursed to the Contractor at a rate not to exceed that which is payable to State employees for travel and per diem as prescribed by section 112.061, Florida Statutes, and shall be submitted in accordance with said section on the appropriate travel form. All other expenses must be authorized by the Department in advance.

(e) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 3 and 4 shall be submitted to the Department in sufficient detail and documentation for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Department's designated contract manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's contract manager.

(f) Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

(g) Departmental Payments Sole Compensation for Contractor. The Contractor's sole compensation for services provided under this Contract shall be the fees set forth in the Cost Proposal. Any other compensation received by the Contractor from any other source in conjunction with the services provided under this Contract shall be fully disclosed in writing to the Department by the Contractor and the funds from such compensation shall be remitted to the Department within 30 days of receipt of such compensation by the Contractor. The purpose of this section is to ensure that any undisclosed side agreements, revenue sharing agreements, contingent commissions or incentives will not be passed on to the Department in the form of hidden and potentially increased costs.

**5. Acceptance.**

All of the Contractor's deliverables shall be submitted to the Department's contract manager for review and approval. The Department's approval and inspection of the Contractor's service deliverables shall require no longer than five (5) Business Days from date of delivery of services, and fifteen (15) Business Days from date of delivery of documentary deliverables such as assignment summary reports. The Department reserves the right to reject deliverables as outlined in this Contract as incomplete, inadequate or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department and the Department may, after having given the Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, including but not limited to reports, declare this Contract to be in default. All status and summary reports must be submitted timely showing tasks or activities worked on, attesting to the level of services provided, hours spent on each task/activity, and upcoming major tasks or activities. Failure to use the appropriate technical requirements as identified in this Contract will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in this Contract may result in the rejection of the invoice. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

**6. Information and Data Security and Confidentiality.**

(a) The Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Department in performance of this Contract. The Contractor shall provide immediate notice to the Department in the event it becomes aware of any security breach and any unauthorized transmission of State data or of any allegation or suspected violation of security procedures of the Department. Except as required by law or legal process and after notice to the Department, the Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors or agents in the course of performing the Contract services. The Contractor shall not be required to keep confidential information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record.

(b) Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to the sanctions for failure to comply with section 817.5681, F.S., together with any costs of the Department for such breach of security.

(c) Data Protection. No Department data or information shall be transferred or stored offshore or out of the United States of America.



Access to Department data shall only be available to DFS approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. The Contractor shall encrypt all data transmissions. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.

The Contractor agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Contractor's breach of data security or the negligent acts or omissions of Contractor related to this subsection.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

#### **7. Insurance.**

During the Contract term, including all renewal periods or extensions, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Department's designated contract manager:

- (a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- (b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- (c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440 of the Florida Statutes.

Such coverage may be reduced with the consent of the Department's designated contract manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless the Contractor is licensed or authorized to self-insure for a particular coverage listed above in the state of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the state of Florida.

#### **8. Termination.**

(a) The Department may, in its sole discretion, terminate the Contract at any time by giving thirty (30) Calendar Days written notice to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

(b) All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.

(c) As provided in section 287.058, Florida Statutes, the Department may terminate the Contract immediately in the event that the Department requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, Florida Statutes, to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law as pursuant to section 119.07, Florida Statutes.

(d) The Contractor hereby certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>). As provided in section 287.135, Florida Statutes, the Department may terminate the Contract in the event the Contractor is found to have submitted a false certification as provided under s. 287.135 (5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notice: Section 287.135, F.S., would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section have been enjoined by a court of law. If ultimately upheld by the court, the Respondent who is awarded this contract may be required to amend the contract to certify compliance with the law, i.e. that the business is not and will not engage in business operations in Cuba or Syria, or otherwise in compliance with s. 287.135 (5), Florida Statutes.

(e) If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. The Contractor agrees to provide, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first, all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. Six months prior to termination, the Contractor shall provide the Department an explanation of the functional equivalent of the technical requirements of any services or proprietary products used to carry out the Contract and all documentation supporting a description of the technical and service requirements. Such termination assistance shall be at no additional charge to the Department if the termination is due to Contractor default and otherwise shall not exceed software maintenance rates or other direct expenses pre-approved by the Department's Contract Manager.

(f) If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Contract or in the event of any material breach of any provision of the Contract by the Contractor, the Department may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. If the default or breach is not cured within thirty (30) Calendar Days after written notice is given to

the Contractor specifying the nature of the alleged default or breach, then the Department, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice.

(g) Exit Transition Services. Upon the earlier of six (6) months before the expiration of the Contract or upon any notice of termination of the Contract, the Contractor shall provide transition services (Exit Transition Services) to the Department without regard to the reason for termination. Exit Transition Services shall be provided for up to six (6) months after the Contract's scheduled expiration or termination date unless otherwise waived by the Department. Exit Transition Services shall include: (i) continued provision of the Services and Deliverables on the same terms, conditions and pricing in effect at the end of the Contract term, until the State or a succeeding vendor is prepared to provide all essential Services; (ii) the Contractor's cooperation with the Department, its consultant(s) and the succeeding vendor(s) designated by the Department; (iii) an non-proprietary explanation of the functional equivalent of the technical requirements of any services or proprietary products used to carry out the contract and all documentation supporting such functionality; v) usage patterns, growth rates and other information of interest to a vendor attempting to appropriately size and plan for a similar service; (vi) if needed, assistance with an explanation of the current operations to new vendor staff; (vii) submission of a schedule for the Exit Transition Services; (viii) return of State-owned materials being utilized by the Contractor and all state data in a standard format designated by the Department; and (ix) in post migration status, answering reasonable questions on an as-needed basis.

**9. Events of Default.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, events of default:

- (a) Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- (b) Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;
- (c) The commitment of any material breach of this Contract by the Contractor, failure to timely deliver a material deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- (d) Employment of an unauthorized alien in the performance of the work specified in the Contract;
- (e) One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate

assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:

- (1) Entry of an order for relief under Title 11 of the United States Code;
- (2) The making by the Contractor of a general assignment for the benefit of creditors;
- (3) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
- (4) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- (5) Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority.

(f) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Department or fails to maintain the required insurance.

#### **10. Liability and Indemnification**

(a) In addition to the provisions in PUR 1000 regarding liability, the following provisions apply: No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this contract.

(b) The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the fees paid to Contractor for the relevant products and services giving rise to the liability, prorated over a three year term from the installation of products or the date of performance of the applicable services.

#### **11. Damages for Delay.**

The Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services will damage the Department but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly liquidated damages shall be assessed on the Contractor for each day the Contractor fails to complete agreed upon work after expiration of the time allowed by the Contract, subject to the force majeure provisions of the Contract. Allowing completion after the time allowed shall not act as a waiver of liquidated damages.

Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Department's right to pursue its remedies for other types of damages.

**12. State property.**

Title to all property furnished by the Department under this Contract shall remain in the Department, and the Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of the Contract. All deliverables and reports generated by the Contractor and delivered to the Department, and all of the data collected or created for or provided by the Department (State data) under this Contract shall become and remain the Department's property upon receipt and acceptance. All work materials developed by the Contractor under this Contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the state of Florida, Department of Financial Services.

**13. Contract Modification.**

The Contract specifications may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, Florida Statutes.

**14. Nonexclusive Contract.**

Execution of the Contract shall not provide the Contractor with an exclusive license to provide the services described in the RFP or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other Vendors to provide the same or similar services.

**15. Statutory Notices.**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

**16. Compliance with Federal, State and Local Laws.**

The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements. The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (See <http://www.state.gov/s/ct>) and is otherwise subject to s. 287.135, F.S.

**17. Background and employment eligibility verification.**

The Contractor is responsible for payment of costs, if any, and retaining records relating to, employment eligibility verification, which records are exempt from Chapter 119, F.S., which verification requires the following:

(a) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, the Contractor must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty (30 Calendar Days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: <http://www.dhs.gov/files/programs/gc%201185221678150.shtm#l>

(b) The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.

(c) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of this Contract and the Department may treat a failure to comply as a material breach of this Contract.

#### **18. Miscellaneous.**

(a) This Contract and its references and attachments embody the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any references and attachments, the terms and conditions of this Contract shall take precedence and govern. Acceptance of service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.

(b) Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and send a copy to the Contractor at a previously provided address. In the event a party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the state of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

(c) The laws of the state of Florida and the Department's rules govern this Contract.

(d) The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a state agency pursuant to section 216.347, Florida Statutes, except that pursuant to the requirements of section 287.058(6), Florida Statutes, during the term of any executed contract between the Contractor and the state, the Contractor may

lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.

(e) The Contractor is an independent contractor, and is not an employee or agent of the Department.

(f) All services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department. The Department may refuse access to or require replacement of any Contractor employee, subcontractor or agent for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with a Department policy or other requirement. Such action shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.

(g) The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination, cancellation or expiration of this Contract.

(h) The Contractor hereby agrees to protect, indemnify, defend and hold harmless the Department from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of this contract or the negligent acts or omissions of the Contractor.

(i) The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Contractor, its agents, servants, and employees, nor shall the Contractor disclaim its own negligence to the Department or any third party.

(j) If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

(k) In accordance with s. 284.33, F.S., the Department is authorized to contract and make payment for the services described herein.

**19. Execution in Counterparts and Authority to Sign.**

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**20. Contract Administration.**

- (a) The Department's Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_.
- (b) The Contractor's Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_.

(c) All written and verbal approvals referenced in this Contract must be obtained from the Parties' contract managers designated in this section, or their designees.

IN WITNESS WHEREOF, the Parties acting with proper authority have caused this Contract to be executed by their signatures below.

**(CONTRACTOR)**

**FLORIDA DEPARTMENT OF  
FINANCIAL SERVICES**

\_\_\_\_\_  
Signature of Contractor Authorized Agent

\_\_\_\_\_  
Signature of Department Authorized Agent

\_\_\_\_\_  
Name of Contractor Authorized Agent

\_\_\_\_\_  
Name of Department Authorized Agent

\_\_\_\_\_  
Title of Contractor Authorized Agent

\_\_\_\_\_  
Title of Department Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **ATTACHMENT B**

### **Information Technology Requirements**

#### **Data Protection**

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, Rule Chapter 71A-1, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

#### **Facilities and Equipment**

If the Contractor uses their own computer/laptop, the equipment will be subjected to security review by the customer in order to ensure it is free of software viruses and does not otherwise pose a security threat prior to connection to the DFS network.

#### **Loss of Data**

In the event of loss of any State data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to the sanctions for failure to comply with section 817.5681, F.S., together with any direct costs to the Department resulting from such a breach of security.

#### **Security Awareness Training**

All Contractor staff with access to the Department's network shall complete Department Security Awareness Training within 30 calendar days following execution of the Contract. The training course is estimated to be one (1) hour in duration. Failure of any Contractor staff with access to the Department's network to complete the training within the required timeframe may result in dismissal of that Contractor staff.

**ATTACHMENT C  
Required Certifications**

**Acceptance of Standard Contract Terms and Conditions**

I hereby certify that should my company be awarded a contract resulting from this solicitation, it will comply with all terms and conditions specified in this solicitation and contained in the Department's Standard Contract, provided herein as ATTACHMENT A.

\_\_\_\_\_  
Signature of Authorized Proposer Representative

\_\_\_\_\_  
Date

**Non-Collusion Certification**

I hereby certify that all persons, companies, or parties interested in the proposal as principals are named therein, that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects made in good faith; and as the signer of the proposal, I have authority to legally bind the Proposer to the provision of this proposal.

\_\_\_\_\_  
Signature of Authorized Proposer Representative

\_\_\_\_\_  
Date

**ATTACHMENT D  
CLIENT REFERENCE FORM**

**Provider Name:**

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In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years.

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On the following pages, the Proposer shall provide the information indicated for three separate and verifiable, non-Department client references. The client references must be for work similar in nature to that specified in this solicitation. The same client reference may not be listed for more than one reference and confidential clients shall not be included. In the event the proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for Proposer's Name (if different from above).

Clients that are listed as subcontractors in the Proposal will not be accepted as Client References under this solicitation. Entities having an affiliation with the Proposer (i.e., currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as client references under this solicitation.

Client contacts should be available for telephone contact during normal business hours, 9:00 AM through 5:00 PM, Eastern Time. The Department will attempt to reach each client contact by telephone four times. In the event the client contact indicated cannot be reached following four attempts, the Proposer will receive a score of zero for that reference. The Department will not attempt to correct erroneous information provided by the Proposer.

**The Department reserves the right to contact sources other than the client references identified by the Proposer to obtain additional information regarding the Proposer's past performance. Information obtained from other contacted sources may be used to determine whether the Proposer is a responsible vendor as defined in section 287.012(24), Florida Statutes.**

**ATTACHMENT D  
CLIENT REFERENCE FORM**

**NON-DEPARTMENT CLIENT #1**

**Proposer's Name:**

**Client's Name:**

**Address:**

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary Fax Number:**

**Alternate Fax Number:**

**Contract Performance Period:**

**Location of Services:**

**Brief description of the services performed by the Proposer for the above named client:**



**ATTACHMENT D  
CLIENT REFERENCE FORM**

**NON-DEPARTMENT CLIENT #2**

**Brief  
the services  
the Proposer  
named client:**

**Proposer's Name:** \_\_\_\_\_

**Client's Name:** \_\_\_\_\_

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

**description of  
performed by  
for the above**

**Primary Contact Person:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Primary Fax Number:** \_\_\_\_\_

**Alternate Fax Number:** \_\_\_\_\_

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**ATTACHMENT D  
CLIENT REFERENCE FORM**

**NON-DEPARTMENT CLIENT #3**

**Proposer's Name:** \_\_\_\_\_

**Client's Name:** \_\_\_\_\_

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

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

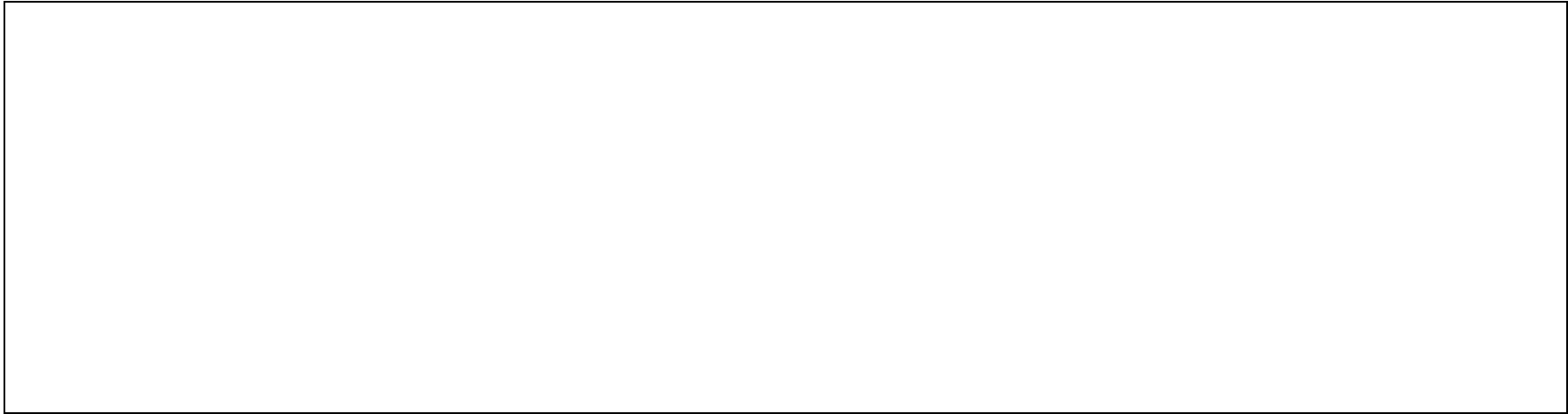
**Primary Fax Number:** \_\_\_\_\_ **Alternate Fax Number:** \_\_\_\_\_

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed by the Proposer for the above named client:**





**ATTACHMENT D  
CLIENT REFERENCE FORM**

**Client Reference Questionnaire for Past Performance**

**Proposer's Name:** \_\_\_\_\_

**Client's Name:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Primary Fax Number:** \_\_\_\_\_ **Alternate Fax Number:** \_\_\_\_\_

The following questions will be asked of each client reference provided:

	<b>Score</b>
1. Briefly describe the services the Proposer performed for your organization:	N/A

2. How would you rate your initial contract implementation with this Proposer in terms of an efficient start up of services? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. How would you rate the performance of the Proposer in terms of meeting all of its service delivery deadlines? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
4. How would you rate the performance of the Proposer in terms of meeting all of its reporting deadlines and providing accurate information? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. How would you rate the performance of the Proposer in terms of meeting overall contract requirements? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
6. How would you rate the adequacy of the Proposer's staffing levels in order to meet the requirements of your contract? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
7. How would you rate the ability of the Proposer's key staff to maintain open lines of communication with your organization? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
8. How would you rate the Proposers responsiveness in terms of providing information and resolving issues or concerns? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
9. How would you rate the knowledge and expertise of the Proposer in terms of the services provided to you? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
10. How likely would you be to contract with this Proposer again? Definitely = 5; Very Likely = 4; Likely = 3; Unlikely = 2; Definitely Not = 1	
<b>Total Score:</b>	

Reference Verified by:

\_\_\_\_\_

Name (printed)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**ATTACHMENT E  
Cost Proposal**

In Table A below, where indicated in each of the pricing columns for Contract Years 1-4 **and** each of the four Renewal Years, the Proposer shall provide the following for **each** of the assignment types listed in the "Deliverable" column:

- 1) One proposed fixed hourly cost to provide services required to complete that assignment type; **and**

- 2) One proposed estimated total annual cost, based on the estimated annual hours provided in Attachment G of this RFP. (The proposed fixed hourly cost shall be multiplied by the estimated annual hours provided in Attachment G for each assignment type to arrive at the Proposed Estimated Total Annual Cost for that assignment type.)

<b>TABLE A – Hourly Service Costs</b>										
<b>Deliverable</b>	<b>Contract Years 1-4</b>		<b>Renewal Year 1</b>		<b>Renewal Year 2</b>		<b>Renewal Year 3</b>		<b>Renewal Year 4</b>	
	<b>Proposed Fixed Hourly Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)</b>	<b>Proposed Fixed Hourly Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)</b>	<b>Proposed Hourly Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)</b>	<b>Proposed Fixed Hourly Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)</b>	<b>Proposed Fixed Hourly Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)</b>
Type I Assignments – Special Investigation/ Field Contact	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type II Assignments – External Full Handling and Processing of a Claim	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type III Assignments – Temporary Claims Processing Services and Special Projects	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type IV Assignments – Investigation of Possible Insurance Fraud/On-site Investigator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type V Assignments – Observational Activity	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**TABLE A – Hourly Service Costs**

Deliverable	Contract Years 1-4		Renewal Year 1		Renewal Year 2		Renewal Year 3		Renewal Year 4	
	Proposed Fixed Hourly Cost	Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)	Proposed Fixed Hourly Cost	Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)	Proposed Hourly Cost	Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)	Proposed Fixed Hourly Cost	Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)	Proposed Fixed Hourly Cost	Proposed Estimated Total Annual Cost (Based on estimated annual hours provided in Attachment G)
Type VII Assignments – Temporary Catastrophe Adjusters	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**ATTACHMENT E  
Cost Proposal**

In Table B below, where indicated in each of the pricing columns for Contract Years 1-4 and each of the four Renewal Years, the Proposer shall provide the following for each of the assignment types listed in the "Deliverable" column:

- 1) One proposed fixed cost to provide services required to complete that assignment type; and
- 2) One proposed estimated total annual cost, based on the estimated annual number of assignments provided in Attachment G of this RFP. (The proposed fixed cost shall be multiplied by the estimated annual number of assignments provided in Attachment G for each assignment type to arrive at the Proposed Estimated Total Annual Cost for that assignment type.)

<b>TABLE B - Appraisals</b>										
<b>Deliverable</b>	<b>Contract Years 1-4</b>		<b>Renewal Year 1</b>		<b>Renewal Year 2</b>		<b>Renewal Year 3</b>		<b>Renewal Year 4</b>	
	<b>Proposed Fixed Per Assignment Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated number of annual assignments provided in Attachment G)</b>	<b>Proposed Fixed Per Assignment Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated number of annual assignments provided in Attachment G)</b>	<b>Proposed Fixed Per Assignment Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated number of annual assignments provided in Attachment G)</b>	<b>Proposed Fixed Per Assignment Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated number of annual assignments provided in Attachment G)</b>	<b>Proposed Fixed Per Assignment Cost</b>	<b>Proposed Estimated Total Annual Cost (Based on estimated number of annual assignments provided in Attachment G)</b>
Type VI Assignments - Completion of Automobile Property Damage Appraisal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type VI Assignments - Completion of Heavy Equipment and Structural Property Damage Appraisal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type VI Assignments - Completion of Marine Property or Equipment Appraisal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**ATTACHMENT E  
Cost Proposal**

In Table C below, where indicated in each of the pricing columns for Contract Years 1-4 and each of the four Renewal Years, the Proposer shall provide one proposed fixed annual cost to provide the services for this assignment, upon Department request.

<b>TABLE C – Annual Retainer</b>					
<b>Deliverable</b>	<b>Contract Years 1-4</b>	<b>Renewal Year 1</b>	<b>Renewal Year 2</b>	<b>Renewal Year 3</b>	<b>Renewal Year 4</b>
	<b>Proposed Fixed Annual Cost</b>	<b>Proposed Fixed Annual Cost</b>	<b>Proposed Fixed Annual Cost</b>	<b>Proposed Fixed Annual Cost</b>	<b>Proposed Fixed Annual Cost</b>
Type VII Assignments – Guarantee availability of at least five temporary catastrophe adjusters upon Department request	\$	\$	\$	\$	\$

PROPOSER NAME: \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

SIGNATURE DATE: \_\_\_\_\_

**ATTACHMENT F**  
**Vendor Certification Regarding**  
**Scrutinized Companies Lists**

Respondent Vendor Name: _____					
Vendor FEIN: _____					
Vendor's	Authorized	Representative	Name	and	Title:
_____					
Address: _____					
_____					
City: _____		State: _____		Zip: _____	
Phone Number: _____					
Email Address: _____					
_____					

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

## ATTACHMENT G

### Estimated Annual Assignment Work Effort

Assignment Type	Total Estimated Annual Hours	Total Estimated Annual Assignments
Type I – Special Investigation/Field Contact	15,000	N/A
Type II – External Full Handling and Processing of a Claim	500*	N/A
Type III – Temporary Claims Processing Services and Special Projects	1,200	N/A
Type IV – Investigation of Possible Insurance Fraud/On-site Investigator	1,000	N/A
Type V – Observational Activity	24,000	N/A
Type VI – Automobile Property, Heavy Equipment and Structural Property, and Marine Property or Equipment Appraisals	N/A	300
Type VII – Temporary Catastrophe Adjusters	500*	N/A

- \* The Department did not incur expenses for Type II or Type VII assignments in 2012, therefore the Total Estimated Annual Hours provided in the table above for Type II and Type VII assignments are not based on actual hours in 2012, but are provided for purposes of estimating potential work effort for purposes of evaluating the RFP Proposals but are provided for purposes of estimating potential work effort for purposes of evaluating the RFP.