

State of Florida
Department of Financial Services
Office of Insurance Regulation
Request for Proposals (RFP)
Number: DFS OIR RFP 15/16-15

Actuarial Consulting Services
for
Review of PIP Legislation

Procurement Officer:
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Failure to file a protest within the time prescribed in section 120.57(3), F. S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S.

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Attachments

For Reference:

- A – Professional Services Agreement or Contract
- B – Statement of Work
- C – Evaluator Score Sheet

To Be Completed and Returned:

- D – Mandatory Criteria Certification
- E – Principal Place of Business and Foreign State Preferences in Contracting Form
- F – Identical Tie Response Certification Form
- G – Price Response Form

SECTION 1. INTRODUCTION

1.1 PURPOSE

The State of Florida Department of Financial Services, Office of Insurance Regulation (“Office”) is issuing this Request for Proposals (RFP) to establish a contract for actuarial consulting services. The solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a Response must comply with all of the terms and conditions described in this RFP.

1.2 SOLICITATION OBJECTIVE

The Office intends to enter into a contract using the Professional Services Agreement (Attachment A). The Contractor hired pursuant to this RFP will provide a draft and final report documenting its comprehensive study on the effect of HB 119 and the potential impact to Floridians if the personal injury protection coverage requirements were repealed and replaced with varying levels of bodily injury coverage, or if the current requirements to purchase auto insurance were completely repealed. It is the Office’s intention to limit the cost of this contract to One Hundred Twenty-Five Thousand Dollars (\$125,000).

1.3 BACKGROUND

In 2012 HB 119 (Section 15, Chapter No. 2012-197) was passed by the Florida Legislature, amending Florida’s PIP statutes. This report is needed to analyze the impact of HB 119 and to comprehensively study the personal auto market to determine the estimated impact of the personal injury protection coverage requirements as provided in the Florida Motor Vehicle No-Fault Law (ss. 627.730-627.7405) were repealed and replaced with varying levels of bodily injury and/or medical payments coverage. The Office expects that this report would be submitted to the Governor, the President of Senate, and the Speaker of the House of Representatives concerning the results of the independent consultant’s calculation.

1.4 TERM

The term of the Contract will be one (1) year beginning on the date of execution and is not subject to renewal.

1.5 DEFINITIONS

The following definitions apply to this RFP, in addition to the definitions in the PUR 1000 and PUR 1001. Additional definitions specific to the contract can be found in the Statement of Work (Attachment B), which is hereby incorporated by reference.

- (a) Business Days - include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. “Day” means business day (defined as the Office’s normal working hours) unless otherwise described.
- (b) Confidential Information - Any portion of a Respondent’s documents, data, or records disclosed relating to its Response that is clearly marked “Confidential” that the Respondent claims is confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority.
- (c) Professional Services Agreement or PSA or Contract - The agreement that results from this competitive procurement, if any, between the Office and the vendor identified as providing the most advantageous Response to the State.

- (d) Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.
- (e) Mandatory Requirements – Criteria that must be met for a Vendor to be considered responsive. The use of “shall” or “will” (except to indicate simple futurity) or “must” in this solicitation indicates compliance is mandatory
- (f) Minor Irregularity - Used in the context of this solicitation and Contract, indicates a variation from the Response terms and conditions that does not affect the price of the Request for Proposals, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Office.
- (g) Response – the formal response to an RFP.
- (h) Respondent - A vendor who submits a Response to this RFP.
- (i) State - The State of Florida.
- (j) Vendor(s) - An entity that is capable and in the business of providing a commodity or contractual service similar to those within the solicitation.

1.6 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Office’s Procurement Officer. Requests for accommodation for meetings must be made at least five Business Days prior to the meeting.

1.7 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S. and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this RFP until the CONTRACT award is made. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Pamela McLean
Bureau of General Services - Purchasing
Department of Financial Services
Email: DFS purchasing@myfloridacfo.com

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at http://myflorida.com/apps/vbs/vbs_www.main_menu in accordance with section 2.1.1. below. However, questions that are strictly clerical may be answered directly by the Procurement Officer on an individual basis.

The Office will not talk to any vendors or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

1.8 SUPPORTING DOCUMENTATION

Please click on the following link for information relevant to this solicitation:

Documentation provided as background information:
[See Sections 627.730-627.7405, Florida Statutes](#)

SECTION 2. RFP PROCESS

2.1 GENERAL OVERVIEW OF THE RFP PROCESS

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, F.S. The Office posts an RFP in the VBS to initiate the process. The Office will not hold a pre-Response conference for Respondents to ask questions informally. Respondents can submit formal questions in writing via email to the Procurement Officer on the date listed in the Timeline below. The Office will answer the questions in a formal posting. Respondent's Replies must be submitted by the deadline listed in the Timeline below. The Office will hold a public opening at the date, time, and location noted in the Timeline. All responsive Responses will be evaluated by taking into consideration the price and other criteria set forth in this RFP.

2.1.1 PRE-RESPONSE PHASE

2.1.1.1 Pre-Response Conference

The Office will not hold a pre-response conference for Respondents to ask questions informally.

2.1.1.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the RFP terms, conditions, requirements, Statement of Work provisions, and Response submission and evaluation processes to the Procurement Officer by email by the deadline listed in the Timeline, section 2.2 of the RFP. The Office will address all timely inquiries by the deadline listed in the Timeline below. Untimely questions will not be answered.

Questions will not constitute formal protest of the specifications or of the solicitation. Responses to all written inquiries, and clarifications or addenda if made to the RFP, will be made through the VBS.

Each submission shall have the solicitation number in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	Vendor	RFP Section	RFP Page #	Question

2.1.1.3 Submission of Responses

Once the Office posts the answers to the questions, Vendors may begin submitting Responses as indicated in section 3.4. Respondents' Responses must be submitted by the deadline listed in the Timeline below.

2.1.2 Public Opening

The Office will open the Responses in a public meeting at the date, time, and location noted in the Timeline. The Procurement Officer will review the entire Response to ensure that all required

volumes were timely submitted; however, prices will not be read aloud at the RFP Response opening. After the public opening, there are three phases before contract execution: The Administrative Review Phase, the Evaluation Phase, and the Award Phase.

2.1.3 Administrative Review Phase

The Procurement Officer will then review Volume 1 – Response Qualification Documents for mandatory requirements, including the Mandatory Criteria Certification (Attachment D), and make a determination of initial responsiveness. The Procurement Officer will then compile the responsive Responses and forward to each evaluation team member for the Evaluation Phase.

2.1.4 Evaluation Phase

All initially responsive Responses will be evaluated according to the criteria set forth in this RFP. The Responses will be scored individually and the price points added to the evaluation team scores by the Procurement Officer.

2.1.5 Award Phase

After the evaluation phase, the Procurement Officer will compile the final evaluation scores and forward them as the recommendation of award to the Insurance Commissioner or his designee.

2.2 TIMELINE

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Office reserves the right to make adjustments to this schedule and will notify participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondents to check VBS on a regular basis for such updates.

Timeline	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS (Anticipated)	N/A	May 10, 2016
Deadline to submit questions to Procurement Officer.	5:00 PM	May 17, 2016
Office’s anticipated posting date for answers to Respondents’ questions on VBS.	N/A	May 20, 2016
Deadline to submit responses and all required documents to the Office.	3:00 P.M.	May 27, 2016
Response opening. 200 East Gaines Street, Tallahassee, FL, 32399-0317 Larson Building.	3:00 P.M.	May 27, 2016
Anticipated date to post Notice of Intent to Award, on or about.	N/A	June 6, 2016
Anticipated Contract start date.		June 13, 2016

2.3 ADDENDA/AMENDMENT TO THE RFP

The Office reserves the right to modify this RFP by issuing addenda. All changes to the RFP will be made through amendment posted on VBS. It is the responsibility of the Respondent to check for any changes on the VBS.

2.4 CONTRACT FORMATION

The Office may enter into a Professional Services Agreement (“PSA” or “Contract”) with the Respondent awarded pursuant to Section 4. The final Contract will by reference include the Statement of Work (Attachment B) and the incorporated relevant portions of the Response submitted by the awarded Respondent, and the accepted Price Response Form submitted by the awarded Respondent. Any discrepancy between the Statement of Work attached to the RFP incorporated relevant portions of the Response shall be resolved in favor of terms most favorable to the Office.

The Office objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s Response, except those identified in the Contract. If there are any perceived inconsistencies among any of the provisions of the RFP and its attachments, Respondents shall bring these inconsistencies to the attention of the Office prior to the submission of the Response. During the solicitation period, the Office may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract that results from this solicitation will be posted on the Internet on the Florida Accountability Contract Tracking System (FACTS) according to the state’s Transparency Act.

2.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation produced as part of the RFP will become the exclusive property of the Office and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with section 2.6. Once the Procurement Officer opens the Responses, the Responses may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S.

2.6 WITHDRAWAL OF RESPONSES

Respondents may modify a Response at any time prior to the due date by submitting a request to the Procurement Officer.

2.7 CLARIFICATION PROCESS

The Office may request clarification from Respondents for the purpose of resolving ambiguities or questioning information presented in the Responses. Clarifications may be requested throughout the solicitation process. Respondent’s answers to requested clarifications must be in writing and must address only the information requested. Respondent’s answers to requested clarifications must be submitted to the Office within the time specified by the Office in the requested clarification.

2.8 RESPONSE QUALIFICATION AND CURE PROCESS

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Vendor's Volume 1 - Response Qualification portion of the Response. During the Administrative Review portion of the evaluation, if the Office determines that a nonmaterial, curable deficiency in the Response will result in the disqualification of a Respondent, the Office may notify that Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Office; therefore, Respondents are advised to ensure that their Responses are compliant with the RFP at the time of submittal.

2.9 INFORMATION FROM OTHER SOURCES

The Office reserves the right to seek information from outside sources regarding the Respondent, the Respondent's offerings, capabilities, references, and the Respondent's performance, if the Office determines that such information is pertinent to the RFP. The Office may consider such information throughout the solicitation process, including but not limited to determining whether the award is ultimately in the best interest of the state. This may include, but is not limited to, the Office engaging consultants, subject matter experts, and others to ensure that the Office has a complete understanding of the information provided pursuant to the solicitation.

2.10 DIVERSITY

The Office is dedicated to fostering the continued development and economic growth of small, minority, veteran, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Office's effort. To this end, minority, veteran, women-owned, and small business enterprises are encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents - PUR 1001 are incorporated by reference and can be accessed at

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 are inapplicable:

- **Section 3. Electronic Submission of Responses**

Responses shall be submitted in accordance with section 3.4 of this solicitation.

- **Section 5. Questions**

Questions shall be submitted in accordance with Section 2.1.1.2 of this solicitation.

The Special Instructions are in the sections below starting with section 3.2. In accordance with rule 60A-1.002(7), Florida Administrative Code (F.A.C.), in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions shall prevail.

3.2 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Respondents must have a current vendor registration in MFMP.

<https://vendor.myfloridamarketplace.com/>.

The awarded Respondent shall pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the Contract pursuant to rule 60A-1.032, F.A.C.

3.3 WHO MAY RESPOND

The Office will evaluate Responses from responsive and responsible Respondents, who meet the requirements of the Mandatory Criteria Certification (Attachment D) and provide the mandatory documentation required by the RFP.

3.4 HOW TO SUBMIT A RESPONSE

The Respondent shall submit:

- One original version of each volume of the Response.
 - The Respondent shall include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes “Original – Volume ____, Binder ____ of ____,” and include the Respondent’s exact legal name, and the RFP number.
- Two (2) copies of volume one (Response Qualification Documents) and Six (6) copies of volume two (Technical Response) and one (1) copy of volume three (Price Response).
 - The Respondent shall include an exact copy of the original Response. The Respondent must label the cover and spine of the volumes “Copy # ____, Volume # ____, Binder ____ of ____,” and include the Respondent’s exact legal name, and the RFP number.
- One scanned copy of the entire Response and price sheet on a CD-ROM or flash drive, with large files scanned as several separate .pdf files.
- One REDACTED scanned copy of the Response, if applicable (see section 3.9).
 - The Respondent should include a redacted copy of the original Response. The Respondent must label the cover and spine of the volumes “REDACTED Copy # ____, Volume # ____, Binder ____ of ____,” and include the Respondent’s exact legal name, and the RFP number.

Respondents shall deliver the Responses in sealed packages to the Purchasing Office at 200 East Gaines Street, Larson Bldg., Room B24 - Purchasing Services, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in section 2.2. The Respondent shall clearly label the outside of the sealed packages with the solicitation number and company name.

3.5 CONTENTS OF RESPONSE

The Respondent shall organize each Response submittal contents as follows:

A. Volume One: Response Qualification Documents

- Cover Letter

- Mandatory Criteria Certification (Attachment D) and Required Documentation
 - Description of Contract Disputes
 - Other Required Documentation
 - Award Preferences for Identical Evaluation of Responses Form (Attachment F)
 - Principal Place of Business and Foreign State Preferences in Contracting Form (Attachment E)
- B. Volume Two: Vendor Statement of Work Response and Solution (Technical Response)**
- Narrative on experience and ability
 - Narrative on its prior relevant experience and ability to provide this or similar services
 - Organizational Chart
 - Identification of Key Personnel
 - Examples of similar services
 - Vendor’s Proposed Solution
 - Respondent’s plan for carrying out the services.
- C. Volume Three: Price Response**
- Price Response Form (Attachment H) (Separately Sealed)

3.6 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.6.1 Cover Letter

The Respondent shall provide a cover letter on the Respondent’s letterhead with the following information:

- a) Name and headquarters location of the Respondent
- b) Primary location from where the work will be executed
- c) DUNS number

3.6.2 Mandatory Criteria Certification and Required Documentation

Respondents shall submit a completed Mandatory Criteria Certification (Attachment D) Respondents will complete the form by writing “Yes” or “No” next to each question and signing the bottom. These certifications must be notarized. Completion of this form is mandatory. A Respondent must meet the qualifications identified in the following Mandatory Criteria Certification in order to be considered for award. Certain criteria must be validated with supporting documentation as indicated on the Mandatory Criteria Certification. The Office will not evaluate replies from Respondents who answer “No” to any of the criteria. Failure to meet mandatory requirements will cause rejection of the RFP Response or termination of the Contract.

3.6.3 Description of Contract Disputes

Respondents shall identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five years related to contracts under which Respondent provided(s) commodities and/or services in the United States on an organizational or enterprise level, which may or has impacted your ability to provide the services described in this solicitation, or which resulted in any judicial or quasi-judicial action to

which you have been a party. The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential or liquidated damages under such contracts.

For each dispute, Respondent shall list the following information:

- a) Identify the contract to which the dispute related;
- b) Explain what the dispute related to; and
- c) Explain whether and how dispute was resolved.

3.6.4 Other Required Documentation

A. Secretary Department of State Registration

Respondents shall submit a copy of their registration with the Department of State, which authorizes the company to do business in Florida, if required, or a statement certifying that it is otherwise compliant with section 607.1501, F.S.

B. Award Preferences for Identical Evaluation of Responses Form

Respondents shall complete and submit the Award Preferences for Identical Evaluation of Response Form (Attachment F) with their response.

C. Principal Place of Business and Foreign State Preferences in Contracting Form

Respondents shall complete and submit the Principal Place of Business and Foreign State Preferences in Contracting Form (Attachment E), indicating whether their principal place of business is within the state of Florida. For the purpose of this RFP, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

Consistent with section 287.084(2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this state, it shall have an attorney provide the opinion on the Principal Place of Business and Foreign State Preferences in Contracting Form (Attachment E).

3.7 VOLUME TWO: VENDOR STATEMENT OF WORK AND SOLUTION (TECHNICAL RESPONSE)

Please provide the following information as your Response to be evaluated against the criteria listed in Section 4.

- Narrative on experience and ability
 - The Respondent shall furnish a narrative on its prior relevant experience in the private passenger auto market in Florida and its ability to provide this or similar services.
 - The Respondent shall list the names and titles of the professional who would actually perform the actuarial services. Include credentials, specific experience, any special expertise and information concerning the education, position in your company and years with your company.
 - The Respondent shall identify whether your company subcontracts or contemplates subcontracting for services contemplated under this RFP.
 - The Respondent shall describe your time availability to complete the services listed in the Scope of Services.
 - The Respondent shall explain in detail any potential for conflict of interest that would be created if your company provided the services for the Office. Include any activities of affiliated, subsidiary or parent organizations as well as other client relationships that might inhibit services to the Office.
 - Provide any other information that you believe would be of value to the Office in the selection process.
- Respondent's Proposed Solution
 - The Respondent shall fully describe their plan for carrying out the services. The description shall detail the strategy and methodology to be employed and whether the Respondent will rely on current sources of data or will employ a data call for specific information to complete the services contemplated in the RFP.

3.8 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

Respondents shall complete and return Price Response Form (Attachment G)

3.9 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure (Confidential) pursuant to Chapter 119, F.S., the Florida Constitution, or other authority (Public Records Law), Respondent must simultaneously provide the Office with an unredacted version of the materials

and separate redacted copy of the materials the Contractor claims as Confidential and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent shall mark the unredacted version of the document as “Unredacted version – contains confidential information” and place such information in an encrypted electronic form or a sealed separate envelope.

3.9.1 Redacted Submissions

If submitting a redacted version of its response, a Respondent shall mark the Redacted Copy with the Office’s solicitation name, number, and the name of the Respondent on the cover, and clearly title it “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. An entire Response should not be marked as Confidential. An entire page or paragraph in which Confidential Information appears should not be marked confidential unless the entire page or paragraph is wholly confidential. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Office requests for, or questions about, security of a proposed technology system to be used by the Office, or information subject to sections 119.011(14), 119.071(1)(f) and 119.071(3), F.S.

In addition, the Respondents should submit a separate index listing the Confidential Response sections with its Response.

The Redacted copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. In addition to provision of the Redacted copy of public records, the Office will follow the procedures identified in Section 624.4213(2) Florida Statutes, if the Office receives further request(s) for confidential trade secret information that has been clearly identified as such, in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Office for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy of information it claims is confidential, the Office is authorized to produce the entire document, data, or records submitted to the Office in answer to a public records request for these records.

3.10 ADDITIONAL INFORMATION

By submitting a Response, Respondent certifies that it agrees to and satisfies all Mandatory Criteria specified in the RFP. At any time during the solicitation, the Office may request, and Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the Response.

SECTION 4. SELECTION METHODOLOGY

4.1 MANDATORY CRITERIA

In the Administrative Review Phase, the Procurement Officer will review Volume 1 – Response Qualification Documents for mandatory requirements, including Attachment D – Mandatory Criteria Certification, and make a determination of responsiveness. Only those Responses that meet the mandatory criteria will be sent to the evaluation team for evaluation.

4.2 EVALUATION TEAM

The Office’s evaluation team will consist of at least three persons who collectively have experience and knowledge in the program area and services required for the commodities and contractual services sought.

4.3 EVALUATION CRITERIA

Each response will be evaluated against the criteria set forth in the Evaluator Score Sheet (Attachment C).

4.3.1 RESPONSE QUALIFICATION

If the Evaluator Score Sheet requires the evaluation team to evaluate portions of the Response Qualification – Volume One of the Response, the evaluation team members will also review and evaluate the Response Qualification – Volume One.

4.3.2 TECHNICAL RESPONSE

Each evaluation team member will evaluate responses independently of the others against the evaluation criteria set forth in the Attachment C – Evaluator Score Sheet.

4.3.3 PRICE RESPONSE

The Procurement Officer will evaluate the Price Responses. Price Responses for the Contract term will be awarded a maximum of 50 points. The score for the Price Response will be determined based on the following formula:

Contract term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times \text{Maximum Number of Points available} = \text{Points Awarded for Price Response.}$

SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract may be awarded to the responsible and responsive Respondent(s) whose Response is deemed the most advantageous offer to the State based on points awarded, in consideration of price and selection criteria in this RFP. The Office reserves the right to award regional contracts for all or for part of the work contemplated by this solicitation.

The Office reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Office determines that doing so will serve the best interest of the state. The Office has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Office may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after Contract award.

5.2 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

In the event that the Office's evaluation results in identical evaluations of Responses, the Office will use the submitted Award Preference for Identical Evaluation of Responses Form – Attachment F to determine the priority of the award. The Office will give the award to a business if it is minority-owned or veteran-owned. If there are more than one Respondent is entitled to this preference, the preference will be given to the business with the smallest net worth, consistent with section 295.187(4)(b), F.S. If the award cannot be decided based on this preference, the Office will apply the criteria identified in rule 60A-1.011(1), 60A-1.011(3), and 60A-1.011(4), F.A.C., in that order of precedence.

5.3 THE OFFICE'S RECOMMENDATION OF AWARD

The Office will develop a recommendation as to the award that will result in a Contract that is most advantageous to the state based on the Evaluation Team's scores and the Pricing Response.

5.4 INSURANCE COMMISSIONER'S APPROVAL

The Insurance Commissioner or his designee will make the final decision as to which Respondent(s) should be awarded the Contract based on the Recommendation of Award email.

5.5 POSTING OF DECISION

The Office will post a Notice of Intent to Award, stating its intent to enter a Contract with the Respondent identified therein, on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). If the Office decides to reject all replies, it will post its notice at the same VBS website.

5.6 EXECUTION OF CONTRACT

The awarded Respondent shall execute the Contract within 30 days of receipt of the Contract for Execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to execute the Contract shall be tolled. The Office reserves the right to withdraw its Notice of Intent to Award if the Contract is not executed timely, if it determines in its sole discretion that it is in the best interest of the state to do so. The Office also reserves the right to award to the Respondent ranked second if it does not receive a timely executed Contract from the awarded Respondent.

OFFICE OF INSURANCE REGULATION
PROFESSIONAL SERVICES AGREEMENT

Attachment A

All prospective Respondents should review the proposed standard contract language contained below. In responding to this RFP, a prospective Respondent has agreed to accept the terms and conditions of the contract specifications contained in this attachment. The Florida Office of Insurance Regulation reserves the right to add specific details listed in the RFP to the contract along with making other modifications to the contract specifications if it is deemed to be in the best interest of the State of Florida.

Professional Services Agreement

This Agreement is made on MMDD, YYYY between Consultant Name, Inc., (the “Consultant”), and the Florida Office of Insurance Regulation (the “Office”), to furnish certain professional services as stated in the Statement of Work per the Office of Insurance Regulation Request For Quote.

I. CONSULTANT SERVICES AND RESPONSIBILITIES

The Office and the Consultant shall enter into a Scope of Services Agreement which will be an Addendum (hereinafter “Addendum”) to this Agreement to perform the specific services required using the Risk-Focused Surveillance Approach. The Addendum will state the company subject to the audit (hereinafter “Company”), the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost.

The Consultant will furnish all work product, reports, work papers, records, files, documents, schedules, computations, and correspondence, and other materials as required to the Office. Reports and other information shall not be provided to the Company unless authorized in advance by the Office.

II. TERM

A. Term of Agreement. The term of this Agreement shall be for a one year term from the date first written, unless terminated earlier in accordance with the terms, hereof. The Office may pay the invoice for the final report, prior to the end of the agreement/contract, if all deliverables have been completed and approved.

III. GENERAL PROVISIONS

A. Independent Contractor. The Consultant shall perform the services as an independent contractor and not as an agent or employee of the Office, the State of Florida, or the Company it examines. The Consultant shall be responsible for all applicable federal, state and local tax withholding payments and filings on its employees. The Consultant is responsible for the management or supervision of only its owners, employees, and representatives, and is not responsible for supervision of employees of the Company.

B. Use of other Professionals and Sub consultants. Subject to the approval of the Office, the Consultant may contract for or employ, at its expense, such professionals, as the Consultant deems necessary for the completion of the services described in the Scope of Services Agreement. The Consultant may hire the services of sub consultants with the Office's prior written approval. The Consultant is as responsible for the performance of the professionals and sub consultants as it would be if it had rendered these services itself.

Nothing in this Agreement shall create any contractual relationship between the Office or Company and the professionals or sub consultants employed by the Consultant under the terms and conditions of this Agreement. The Consultant is solely responsible for payment of any professionals or sub consultants.

C. Conflict of Interest. By executing this Agreement, the Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict between the Consultant's, Sub consultants, other employed professionals, family, business, or financial interests and the services provided under this Agreement. In the event of a change in either the private interest or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to the Office as soon as the Consultant becomes aware of the conflict.

D. Limit on other engagements. The Consultant shall remain available to the Office for one year following the completion of the exam services outlined in the Addendum to provide follow-up services, regarding the examination. Accordingly, the Consultant will not accept any other engagement relating to any company designated in the Addendum during the term of the Agreement, or for twelve (12) months thereafter, unless the Office consents in writing to the waiver or modification of this restriction. This prohibition includes but is not limited to any parent or subsidiary corporation of the Company.

E. Communication between Parties. The Consultant shall report directly to Office representatives regarding performance of the scope of services. Communication between the Company and the Consultant shall be limited to the solicitation of information by the Consultant from the Company regarding the scope of services.

F. Equipment. The Consultant shall provide all computers and other equipment needed to perform the services required by this Agreement.

G. Ownership and Use of Documents. All work product, reports, work papers, records, files, documents, schedules, computations, and correspondence created by or in the possession or control of the Consultant in the course of performing work under this Agreement, whether in

physical or electronic format, shall be the exclusive property of the Office. Upon termination of the contract, all records in the possession of the Consultant must be transferred to the Office at no cost. All records stored electronically must be provided to the Office in a format compatible with the Office's information technology systems. Notwithstanding the foregoing, Consultant may retain, in confidence, copies of its working papers in accordance with its professional obligations.

H. Security and Confidentiality. The Consultant shall comply fully with all of the Office and the Company's security procedures in performance of the Agreement. The Consultant shall provide immediate notice to the Office in the event it becomes aware of any security breach, unauthorized transmission of data, or any alleged or suspected violation of security procedures. A failure to maintain security that results in certain data release may subject the Consultant to sanctions for failure to comply with section 501.171, Florida Statutes, and any costs to the Office of such breach of security caused by the Consultant.

Except as required by law, the Consultant shall not divulge to third parties any confidential information obtained by the Consultant or its agents, Sub consultants, officers, or employees in the course of performing work under this Agreement, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Office or Company.

To ensure confidentiality, the Consultant shall take appropriate steps as to its personnel, agents and Sub consultants. The warranties of this section shall survive this Agreement.

- I. Public Records. The Consultant shall, to the extent required by section 119.0701, Florida Statutes:
- i. Maintain public records that would ordinarily and necessarily be required by the Office in order to perform the service.
 - ii. Provide access on the same conditions and at a cost not exceeding that provided in Chapter 119.07, Florida Statutes.
 - iii. Ensure exempt or confidential documents are not disclosed.
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the Office all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

The Consultant shall immediately notify the Office upon receipt of a public records request for records pertaining to this Agreement. The Office may unilaterally cancel this contract if the Consultant refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.

Work papers and other information obtained during the course of an examination or investigation are confidential and exempt from Florida's Public Records Law while the examination or investigation is active as described in section 624.319, Florida Statutes. Notwithstanding the

foregoing, all records, work papers, emails, or other information related to the performance of service shall be maintained by the Consultant in the same manner as would be required by the Office.

The Consultant shall not be required to disclose any proprietary, trade secret, or information protected by law pursuant to section 119.07, Florida Statutes. If the Consultant receives a public records request or a subpoena for confidential or trade secret information, the Consultant shall furnish copies of the request and of any records in its possession that are responsive to the request to the Office. The Office will either defend the request or produce any public records or subpoenaed records to the requesting party.

In the event that a judge in a court of competent jurisdiction orders the Consultant to produce records in its possession directly to a court or other party, the Consultant shall comply with the order and shall furnish a copy of any records produced to the Office.

The Consultant is required to become familiar with Florida Public Records Act with regard to records associated with this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT the **Public Records Office, Florida Office of Insurance Regulation, Telephone: 850-413-4223, Email: PublicRecords@flor.com, or Mailing Address: 200 E. Gaines Street, Tallahassee, FL 32399-4206.**

J. Insurance Requirements. During the Term of Agreement, the Consultant at its sole expense shall provide commercial insurance (e.g.: worker's compensation, employer's liability, commercial general liability) of such a type and with such terms and limits as may be reasonably associated with the services to be provided, covering all employees engaged under this Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. The limits of any coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under the Agreement. The Consultant shall provide a certificate of insurance or other proof of continuing coverage throughout the term of this agreement.

IV. COOPERATION WITH THE INSPECTOR GENERAL

It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By execution of this Agreement, the Consultant acknowledges understanding and agreement to comply with the provisions of 20.055(5), F.S.

V. COMPENSATION

The Consultant's fees for services performed under this agreement shall be paid as stated in the Statement of Work. The Consultant shall not be reimbursed for travel expenses incurred in connection with this Agreement.

The invoice will be paid once all deliverables have been received and approved.

VI. PERFORMANCE STANDARDS

The Consultant warrants that: (1) it is qualified to perform the services referenced in this Agreement and Addendum, (2) the services will be of the kind and quality described in the Scope of Services Agreement, (3) the services will be performed in a professional, competent, and efficient manner in accordance with industry standards and practices, (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party, and (5) its employees, agents, or sub consultants shall comply with any security requirements and processes as provided by the Office, or the Company.

The Office reserves the right to investigate or inspect whether the services or qualifications offered by the Consultant meet the Agreement requirements. If the Office determines that the qualifications are not satisfactory, or that performance is untimely, the Office may terminate the Agreement.

VII. FINANCIAL CONSEQUENCES FOR NON-PERFORMANCE

The Office reserves the right to withhold payment or implement other appropriate remedies if the Consultant fails to meet performance standards and requirements of the Addendum or fails to comply with provisions of this Agreement. The consequences for non-performance shall not be considered penalties.

VIII. TERMINATION

This Agreement and any addendum may be cancelled at any time by the Office upon written or electronically conveyed notification to the Consultant, or at any time by the Consultant upon written or electronically conveyed notification to the Office. If this Agreement and/or any addendum are cancelled in accordance with this paragraph, the Consultant shall be entitled to fees for services performed prior to said cancellation.

IX. INDEMNIFICATION

The Office shall not be liable for any actions of the Consultant or its personnel, agents, or sub consultants which fall outside the scope of the Consultant's duties in the performance of this Agreement or any addendum(s). The Office does not indemnify the Consultant or its personnel, agents, or sub consultants for any liability and does not waive sovereign immunity.

The Consultant or its personnel, agents, or sub consultants may be liable to the Office for loss, cost, damage, or expense sustained through professional malpractice, bad faith, intentional acts

or gross negligence of the Consultant or its personnel, agents, or sub consultants, but only to the extent of payment for services performed pursuant to this Agreement.

X. STATUTORY REQUIREMENTS

During the engagement services under this Agreement or any addendum(s), the Consultant shall immediately communicate in writing to the Office any instances of non-compliance by the Company or any affiliate thereof with applicable provisions of Florida Statutes or Florida Administrative Code along with any documents or other proof of such violations.

The Consultant shall not be responsible for the fraud or other illegal acts committed by the Company, but shall promptly bring to the Office's attention any evidence discovered by the Consultant that fraud or other illegal acts may have occurred.

XI. COMPLIANCE WITH LAWS

The parties shall be governed by, and shall not act inconsistently with, applicable state and federal laws, rules and regulations, including, but not limited to those referenced in this Agreement, sections 119.07, 119.0701, 20.055 (5) and 287.058, Florida Statutes, Rule Chapter 71A-1, Florida Administrative Code, and section 501.171, Florida Statutes. Any maintenance, support or other provisions that do not comply with Florida law do not apply to this Agreement.

XII. FORCE MAJEURE

Neither party shall be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character.

XIII. AUTHORITY OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and any addendum may be amended only by a written instrument signed by the Office and the Consultant.

If a court deems any provision of the Agreement and/or any addendum(s) void or unenforceable, that provision shall be enforced only to the extent that it is not a violation of law or is not otherwise enforceable, and all other provisions shall remain in full force and effect.

For the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Florida Office of Insurance Regulation

Consultant

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

OFFICE OF INSURANCE REGULATION

STATEMENT OF WORK

ATTACHMENT B

The specific terms in this Statement of Work shall be read together with general terms outlined in the Professional Services Agreement, Attachment A. Where in conflict, the more specific terms shall apply. Any discrepancy between this Statement of Work and the related Response to the Request for Proposals shall be resolved in favor of terms most favorable to the Office of Insurance Regulation (“Office”).

1. Purpose.

The Office of Insurance Regulation (“Office”) is issuing this Statement of Work (“SOW”) to define the scope and requirements of this task. This support is needed to analyze the impact of HB 119 (Section 15, Chapter No. 2012-197) and to comprehensively study the personal auto market to determine the estimated impacts if the personal injury protection coverage requirements as provided in the Florida Motor Vehicle No-Fault Law (ss. 627.730-627.7405) were repealed and replaced with varying levels of bodily injury and/or medical payments coverage. The Office expects that this report would be submitted to the Governor, the President of Senate, and the Speaker of the House of Representatives concerning the results of the independent consultant’s calculation.

2. Objectives.

At the end of this contract period, the Office expects to achieve the following objectives: The independent consultant will provide a final report documenting a comprehensive study on the impact of HB 119 and the impact to Floridians should the personal injury protection coverage requirements be repealed and replaced with varying levels of bodily injury coverage, or if the current requirements to purchase auto insurance were completely repealed.

3. Scope of Work.

The scope of work to be performed includes the following:

- a. A weekly status report showing progress against a set of goals mutually agreed upon.
- b. A weekly teleconference discussing the status report details.
- c. A final report to become public information upon submission to the Insurance Commissioner, Governor, the President of Senate, and the Speaker of the House of Representatives.

The study should include the following:

- 1) A comprehensive review of HB 119: Motor Vehicle Personal Injury Protection Insurance that became law in 2012. The review should investigate the implementation of the law in order to determine the effect on motor vehicle insurance rates and on the successes or failures of the new protections.
- 2) An analysis of the impact of repealing all requirements for purchasing auto insurance currently in Florida Laws. This analysis should provide an estimated impact on the premiums by county and coverage type for the voluntary purchase of insurance coverage, as well as the estimates of impacts on healthcare costs:
 - a) That would be covered by the healthcare insurance industry;
 - b) That would not be covered by insurance and paid by the injured claimant; and
 - c) That would not be covered by the insurance and paid by the healthcare industry.
- 3) An analysis of the estimated premium impacts of repealing personal injury protection coverage requirements as provided in the Florida Motor Vehicle No-Fault Law (ss. 627.730-627.7405) and requiring coverage for bodily injury to, or death of, one person in any one crash; and two or more persons in any one crash, respectively, at each of the following limits:
 - \$10,000/\$20,000;
 - \$15,000/\$30,000; and
 - \$25,000/\$50,000.

This analysis should provide estimates for the impact at each bodily injury coverage scenario analyzed for medical payments with and without coverage for emergency medical conditions at limits of \$2,500, and \$5,000. In addition, it should include the following components:

- a) Estimates of premium impacts for each of the scenarios identified in the bodily injury and medical payments scenarios by Florida county for the following affected coverages:
 1. bodily injury liability,
 2. uninsured motorists, and
 3. medical payments coverage.
- b) Estimates of premium impacts for individual insureds based on a mix of demographic characteristics such as age, gender and marital status, by Florida county.
- c) Estimates of impacts:
 1. On health insurance costs;
 2. On health care costs that would not be covered by insurance and paid by the injured claimant; and
 3. On health care costs that would not be covered by the insurance and paid by the healthcare providers, including hospitals.

Estimates for Items 1, 2, and 3 should include:

- Insurers representing at least 75 percent of the Florida private passenger motor vehicle insurance market based on premiums volume and insurers from both the non-standard and standard, or preferred markets.
- Distinguish between policyholders with:
 - 1) The current minimum required limits;
 - 2) With liability only policy which include bodily injury liability, uninsured motorists, and medical payments;
 - 3) Full coverage policy which provides bodily injury, property damage, personal injury protection (PIP), medical payments, and comprehensive & collision coverage.

4. Deliverables and Acceptance Criteria.

The Office will require the Contractor to provide the following:

Deliverable	Acceptance Criteria and Consequences for Non-Performance of each Deliverable.
Draft Report and Final Report	<p>Deliverable Description: Produce a preliminary draft report and a final report which outlines objectives and approach of the project; documents the data used, materials reviewed, assumptions and methodologies employed during the project, including reference to any Actuarial Standards of Practice; and details of findings.</p> <p>Performance Standard and Acceptance Criteria: Complies with accepted actuarial practice and any standards for such analysis established by the Casualty Actuarial Society and/or the American Academy of actuaries.</p>
Exit Transition	<p>Acceptance Criteria: Task must be satisfactorily completed within the stated response time.</p> <p>For non-performance: Failure to timely and satisfactorily complete the required duties as outlined in the statement work may result in the rejection of the invoice.</p>

5. Schedule of Deliverables.

Deliverable	Due Date
Produce a Draft Report	August 26, 2016
Produce a Final Report	September 2, 2016

OFFICE OF INSURANCE REGULATION

EVALUATOR SCORE SHEET

Attachment C

INSTRUCTIONS

Each evaluator should read all responses before attempting to assign scores to any one response. Evaluators shall print a copy of the score sheet for each Respondent they are evaluating.

Response Evaluation – The Evaluation Team will score Volume 2 - Technical Response. The Evaluation Team will not review the Volume 1 – Response Qualification Documents, which will be reviewed by the Purchasing Officer, or Volume 3 – Price Response, which will be added to the scores by the Purchasing Officer. All responses received for evaluation by the Evaluation Team have completed the Administrative Review Process.

NOTE: Through the evaluation process, the confidentiality and security of the responses and the scoring process must be maintained.

RESPONSE EVALUATION CRITERIA

Introduction

The evaluation of the Technical Responses will involve the point scoring of each question in each of the two categories. The categories to be evaluated are:

- Category 1 – Experience and Ability-----40 points
- Category 2 – Proposed Solution-----60 points

Questions have been developed for each category. They are presented in the following sections of this chapter. **Possible considerations in determining a score are listed under each question. Items for consideration are suggestions only. Considerations are not intended to be an all-inclusive list and should not be scored independently.**

Each evaluator is encouraged to notate briefly the “reasons” for his/her scores, if necessary, on the score sheets in the space provided for comment. In general, the reasons should be brief. Evaluators should include the page number(s) in the Response that illustrate the reasons. If the Respondent did not address the criteria in their Response, the evaluator must score “0” and indicate “not addressed in Response” or “not included in Response”.

Scoring should reflect the evaluator’s independent evaluation of the Respondent’s overall response to each criterion. Each evaluator shall enter a score for each criterion in the appropriate

column on the evaluation score sheet, initial each in the appropriate column, and sign and date each score sheet in the appropriate space.

Following the evaluator's independent evaluations of the Responses, the Evaluation Team member shall return each Response's set of Score Sheets, and all materials regarding this RFP, to the Procurement Officer to review and record final scores.

Assigning Point Values to Responses

1. Scoring by the Evaluation Team

Scoring of Categories 1 and 2 in each Response shall be done using the evaluation criteria contained in the RFP and the pre-defined maximum possible points identified in the Evaluator Criteria Score Sheet below. Evaluators shall independently score each question within a category. Scoring will be based on the Respondent's ability to meet each function, characteristic, performance level, or specification described in the RFP. A Respondent who exceeds the function, characteristic, performance level, or specification described in the RFP should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

2. Total Point Values

After each evaluator has completed his or her independent scoring of each Response, the evaluators will return all materials to the Procurement Officer for the summation of the total points assigned by each evaluator. Final scores of each Response will be added to the awarded price points in accordance with Section 4.3.3 of the RFP to obtain the final point value. The total maximum number of points is 150 (100 – Technical Response + 50 – Price Response = 150 points).

	Vendor Name: _____ EVALUATION CRITERIA SCORE SHEET
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CATEGORY 1 – Experience and Ability	Maximum Possible Points	Points Awarded	Initials
<p>1. To what extent does the Respondent’s corporate business purpose described in the response illustrate the company’s ability to provide the required services?</p> <p>Consider:</p>	10		
<p><u>Comments:</u></p>			

CATEGORY 1 – Experience and Ability	Maximum Possible Points	Points Awarded	Initials
<p>2. To what extent does the Respondent’s experience demonstrate proven ability to effectively administer, manage and support the services provided under this contract?</p> <p>Consider:</p> <ul style="list-style-type: none"> • Experience and length of time (number of years) providing similar services. • Is Respondent currently providing similar services as described in the RFP to federal, municipal, county, or other state agencies that serves populations that are similar in size to the Office? 	10		
<p><u>Comments:</u></p>			

	Vendor Name: _____ EVALUATION CRITERIA SCORE SHEET
--	---

CATEGORY 1 – Experience and Ability	Maximum Possible Points	Points Awarded	Initials
<p>3. To what extent do the Respondent’s current and/or past projects demonstrate experience in providing services similar in nature to those sought by the Office as specified in the RFP?</p> <p>Consider:</p> <ul style="list-style-type: none"> • Whether contract experience is current. How recent is Respondent’s experience? If not recent, how long ago were contracts completed? • The size/complexity of the population receiving current and/or past services and the Respondent’s resources to deliver the services should be considered. • Performance issues related to any of these contracts. • Findings by regulatory boards, licensing boards or similar bodies. • Has the respondent received exemplary or qualitative findings, recommendation, or other validations, demonstrating operational experience? 	10		
<p><u>Comments:</u></p>			
CATEGORY 1 – Experience and Ability	Maximum Possible Points	Points Awarded	Initials
<p>4. To what extent does the Respondent’s organizational chart clearly reflect a hierarchy of staff who will be directly responsible for the implementation and provision of services.</p> <p>Consider</p> <ul style="list-style-type: none"> • Does the organizational chart reflect clear lines of authority and responsibility for administration and oversight of this project? • Does that chart show key personnel for each element of the project? • Does the chart indicate sufficient staff levels available to complete the project and provide services on time? • Are the qualifications and experience sufficient to meet the services sought by this RFP? 	10		

<p>Vendor Name: _____</p> <p style="text-align: center;">EVALUATION CRITERIA SCORE SHEET</p>		
CATEGORY 2 – Proposed Solution	Maximum Possible Points	Points Awarded
<p>5. To what extent does the Respondent’s proposed solution and overall approach to the provision of services as described in the Statement of Work meet or exceed the needs of the Office.</p>	60	
<p><u>Comments:</u></p>		

Evaluator Signature: _____

Date: _____

OFFICE OF INSURANCE REGULATION
MANDATORY CRITERIA CERTIFICATION

Attachment D

This form must be completed by the Respondent. An incomplete form (i.e., blanks left on the form) will not be submitted to evaluators. The Respondent acknowledges that the Office will rely on the representations made on this form in making its decision of award. If the Office discovers that any of the information on this form is false prior to the award of the contract, the Office will determine the Respondent non-responsive and not evaluate its proposal. If the Office discovers that any information on this form is false after the award to the Respondent is made, the Office reserves the right to terminate the contract and the Respondent will be liable for costs associated with re-procuring the services.

1. Does Respondent certify that they agree to the terms above?

2. Does Respondent certify that the person submitting the proposal is authorized to respond to this RFP on Respondent's behalf?

3. Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?

4. Does Respondent certify compliance with section 9 of the PUR 1001?

5. Does Respondent 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?

6. Does Respondent agree to protect, defend, and indemnify the Office for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure?

7. Certify one and write N/A on the other:
 - a. Does Respondent certify that it is registered with the Office of State?

OR

b. Does Respondent certify that it is not required to register with the Office of State and is compliant with section 607.1501, F.S.?

OR

c. Does Respondent certify that it will be registered before the effective date of any Contract resulting from this solicitation?

8. The Respondent agrees to not seek indemnification from the Office for any costs or services.

As the person authorized to sign the statement, I certify that this organization complies fully with the above requirements.

Dated this _____ day of _____, 2016.

Name of Organization: _____

Signed by: _____

Print Name: _____

OFFICE OF INSURANCE REGULATION

Principal Place of Business and Foreign State Preferences in Contracting Form

Attachment E

All Respondents must complete Section I. If the Respondent’s principal place of business is outside the state of Florida, the Respondent must also complete section II. If the Office discovers that any information on this form is false after the award to the Respondent is made, the Office reserves the right to terminate the contract and the Respondent will be liable for costs associated with re-procuring the services.

Section I. Respondent’s Principal Place of Business

(Please select one)

- _____ The Respondent’s principal place of business is in the state of Florida.
_____ The Respondent’s principal place of business is outside of the state of Florida.

Section II. Legal Opinion about Foreign State Preferences in Contracting

A Respondent whose principal place of business is outside the state of Florida must complete the remainder of the form, to be completed by an attorney who is licensed to practice law in that foreign state.

(Please select one)

_____ The Respondent’s principal place of business is in the state of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Respondent’s principal place of business is in the state of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state:

[Please describe applicable preference(s) and identify applicable state law(s)]

Four horizontal lines for describing preferences and state laws.

(Please select if applicable)

_____ The Respondent’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

RESPONDENT'S ATTORNEY	
Signature:	Phone #: () -
Name:	Address:
State of Licensure:	
Bar Number:	Date of Admission:

OFFICE OF INSURANCE REGULATION
IDENTICAL TIE RESPONSE CERTIFICATION

ATTACHMENT F

In the event of identical tie Proposals, preference shall be given to the Proposer who (check the applicable block) certifies one or more of the following:

____A. The response is from a certified minority-owned firm or company;

____B. A veteran business certified according to s. 295.187, F.S.

____C. A Florida-based business having at least one of the following characteristics;

- 1) Fifty-one percent of the company is owned by Floridians; or
- 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
- 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.

If not a Florida-based business as defined in paragraph C above, attach a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

____D. The response is from a Florida-domiciled entity

____E. The commodities are manufactured, grown, or produced within this state;

____F. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.

____G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a solicitation Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie solicitation Responses will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or

nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

Contractor's Name: _____

Authorized Signature: _____

OFFICE OF INSURANCE REGULATION

PRICE RESPONSE FORM

Attachment G

We, in compliance with the RFP, propose to charge the following rate to complete the actuarial review of PIP legislation as described in the RFP and Attachments. In making this offer, we acknowledge that we have read and understand the RFP and hereby submit our proposal in accordance with the terms and conditions of the specifications and agree to fulfill our legal obligations pursuant to the stated contractual provisions.

Professional Fee to be Charged: _____

[Pricing shall include all costs (including travel) associated with providing the required services contained in this solicitation and the cost of a Certified Public Accountant to provide an audit of the operations of this contract.]

I agree to abide by all conditions of this Response and certify that the Respondent is in compliance with all requirements of the RFP, including, but not limited to, certification requirements.

RESPONDENT NAME: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

SIGNATURE DATE: _____