

**State of Florida
Department of Financial Services
Office of Insurance Regulation
Request for Proposal (RFP)
Number: DFS OIR RFP 1617-11**

**Designated Statistical Agent
For
Workers' Compensation**

Procurement Officer:
Amy Jones
Department of Financial Services
Office of Purchasing and Contractual Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0317
Email: DFSpurchasing@myfloridacfo.com

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.

SECTION 1: INTRODUCTORY SECTION
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SECTION 1: INTRODUCTORY SECTION

The state of Florida Office of Insurance Regulation hereafter referred to as the "Office," requests written proposals from qualified firms, ("Proposers"), to perform the functions of a designated statistical agent for workers' compensation and employers' liability insurance as permitted under section 627.331, F.S.

1.1 Purpose

The Florida Office of Insurance Regulation (Office) is interested in obtaining competitive sealed proposals from qualified vendors ("Proposer").

The Office intends to designate one or more statistical agents so the experience of all Insurers may be made available at least annually in such form and detail as may be necessary to aid the Office in determining whether the Insurers' activities comply with the applicable standards of Florida Statutes. If two or more statistical agents are selected, the Proposers shall be responsible for coordinating their activities and procedures so as to be operational by July 1, 2017 and be able to provide consolidated data at no cost to the Office and at no additional cost to participating Insurers and rating organizations.

Section 627.331(3), F.S., states: "The office may designate one or more rating organizations or other agencies to assist it in gathering such experience and making compilations thereof; and such compilations shall be made available, subject to reasonable rules adopted by the commission, to Insurers and rating organizations." By issuing this Request for Proposal (RFP), the Office makes no guarantee that any of the respondents to the RFP will be designated as a workers' compensation statistical agent.

Details of the services, information, and items to be furnished by the Contractor are described in **Attachment "C", Scope of Services** and **Attachment "E", Contract** and are hereby incorporated by reference.

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1.2 Procurement Officer

The Procurement Officer 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 solicitation shall be submitted in writing to:

Department of Financial Services, Office of Insurance Regulation
Attn: Amy Jones, Office of Purchasing and Contractual Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0317
Email: DFSpurchasing@myfloridacfo.com

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state 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 solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

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.

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

1.3 Purchasing Instructions and General Conditions

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000, General Conditions, which, except as modified by these Special Conditions, are incorporated and are attached or available online at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

1.4 Proposer's Conference

There will not be a Proposer's conference.

1.5 Definitions

Solicitation Definitions:

1.5.1 "Business Days" include only Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida.

1.5.2 "Business hours" means 8AM to 5 PM on all business days. "Day" means business day (defined as the Office's normal working hours) unless otherwise described.

1.5.3 "Calendar Days" means 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.

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1.5.4 “Contract” unless indicated otherwise, refers to the contract that will be awarded to successful Proposers under this RFP.

1.5.5 “Contractor,” unless indicated otherwise, refers to a business entity to which a contract has been awarded by the Office in accordance with a Proposal submitted by that entity in response to this RFP. This may also be referred to as “Provider”.

1.5.6 “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.

1.5.7 “Financial Calls” means aggregate information compiled by Insurers or Insurer Groups and collected by Contractor pursuant to its Designation and in accordance with the annual calls for experience filed and approved by the OIR requirements changes proposed by either the OIR or Contractor will be reviewed and agreed on prior to their implementation.

1.5.8 “Insurers” or “Insurer Group” shall be interpreted to mean insurance companies both foreign and domestic per s. 624.06, F.S.; assessable mutuals per s. 628.6011, F.S.; commercial self-insurance funds per s. 624.462, F.S.; and group self-insurance funds per s. 624.4621, F.S.

1.5.9 “Mandatory Requirements” means that the Office 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 a contract.

1.5.10 “Minor Irregularity,” used in the context of this solicitation and contract, indicates a variation from the Proposal terms and conditions which does not affect the price of the Proposal or give the Proposer an advantage or benefit not enjoyed by other Proposers, or does not adversely impact the interests of the Office.

1.5.11 “Office” means the Florida Office of Insurance Regulation. This may also be referred to as Buyer, Customer or OIR.

1.5.12 “Program Lead” means the primary contact between the Office and the Procurement Officer.

1.5.13 “Proposal” means the complete written response of the Proposer to the Request for Proposals, including properly completed forms, supporting documentation, and attachments.

1.5.14 “Proposer” means the entity that submits materials to the Office in accordance with these Instructions, or other entity responding to this solicitation. This may also be referred to as Respondent, or Vendor. The solicitation response may be referred to as Bid, Proposal, or Response.

1.5.15 “RFP” refers to this Request for Proposals and includes attachments to this Request for Proposals unless stated otherwise.

1.5.16 “Subcontractors” means a firm or person hired by the Contractor to perform any services as part of the contract resulting from this RFP.

1.5.17 “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

1.6 Solicitation Terms and Conditions

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

- The Contract (Attachment E to the RFP)
- Technical Specifications or Scope of Services sections of the RFP (Attachment C to this RFP)
- Remaining RFP Sections
- Other Attachments to the RFP
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

The Office 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 Office shall not be held to have acquiesced to such term or condition. Failure to comply with terms and conditions of the RFP, including those specifying information that must be submitted with a Proposal, shall be grounds for rejecting a Proposal. [Modifies PUR 1001 ¶4]

1.7 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.

1.8 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 will post 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 by the date listed in the Timeline below. The Office will answer the questions in a formal posting on the VBS. Respondents' Responses 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.

1.8.1 Pre-Response Conference

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

1.8.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the RFP terms, conditions, requirements, Scope of Services, Response submission, and evaluation processes to the Procurement Officer by email by the deadline listed in the Timeline. 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 protests 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

1.8.3 Submission of Responses

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

1.8.3.1 Confidential Response Materials and Redacted Submissions

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt under Chapter 119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Office with an unredacted version of the materials and a separate redacted copy of the materials the Respondent claims as Confidential Information or exempt 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.

Redacted Submissions

If submitting a redacted version of its Response, the Respondent shall mark the cover of the redacted copy with the Respondent’s name, Office’s solicitation name, and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims are Confidential Information or exempt from Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Office provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website.

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 Information or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy of its Response, the Office is authorized to produce the entire unredacted Response submitted to the Office in response to a public records request.

1.8.4 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.

1.8.5 Administrative Review Phase

The Procurement Officer will review all Responses for completeness and satisfaction of the Mandatory Requirements listed in Section 3.1.4, Mandatory Documents and Requirements. Complete Responses that meet the Mandatory Requirements criteria will be sent to the Evaluation Team for their qualitative review. In order to foster maximum competition, the Office will seek to minimize Respondent disqualifications resulting from Minor Irregularities during the administrative review process. Therefore, the Office may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the RFP and will allow the timely correction of errors and omissions prior to making a final determination of responsiveness.

1.8.6 Evaluation Phase

All initially responsive Responses reviewed by the Procurement Officer pursuant to Section 1.8.3 will be evaluated according to the criteria in Section 3.3.5, Evaluation Criteria, and set forth in this RFP. The Responses will be scored individually and the points for price will be added to the evaluation team scores by the Procurement Officer.

1.8.7 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.

1.8.8 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 the VBS. It is the responsibility of the Respondents to check the VBS on a regular basis for such updates.

Timeline	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS	N/A	3/17/2017
Deadline to submit questions to Procurement Officer.	2:00 P.M.	3/27/2017
Office's anticipated posting date for answers to Respondents' questions on VBS.	5:00 P.M.	3/31/2017
Deadline to submit responses and all required documents to the Office.	3:00 P.M.	4/27/2017
Response opening. 200 East Gaines Street, Tallahassee, FL, 32399-0317 Larson Building.	3:30 P.M.	4/27/2017
<u>Anticipated</u> date to post Notice of Intent to Award.	N/A	5/8/2017
<u>Anticipated</u> Contract start date.	N/A	7/1/2017

1.8.9 Addenda/Amendment to the RFP

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

1.8.10 Contract Formation

The Office may enter into a Professional Services Agreement ("PSA" or "Contract") with the Respondent awarded pursuant to this RFP. The final Contract will by reference include the Scope of Services (Attachment C), 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 Scope of Services attached to the RFP and the 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 Florida Accountability Contract Tracking System (FACTS) according to the state's Transparency Act.

1.9 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. 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.

1.10 Withdrawal of Responses

Respondents may withdrawal or modify a Response at any time prior to the due date identified in the Timeline by submitting a request via email to the Procurement Officer.

1.10.1 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. Respondents' answers to requested clarifications must be in writing and must address only the information requested. Respondents' answers to requested clarifications must be submitted to the Office within the time specified by the Office in the requested clarification.

1.10.2 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 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.

1.10.3 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.

1.10.4 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 2: TECHNICAL SPECIFICATIONS AND SCOPE OF SERVICES

2.1 SCOPE

Technical Specifications are attached as Scope of Services in Attachment C with Performance Standards in Attachment D and are hereby incorporated by reference.

- a. The Office seeks qualified firms to perform the functions of a designated statistical agent for workers' compensation and employers' liability insurance as permitted under section 627.331, F.S.
- b. This will include the collection of data for unit reports, detailed claim information and annual Financial Calls. Delivery dates are shown in Attachment D, Performance Standards.
- c. The desired Performance Standards sought by the Office from a designated statistical agent for workers' compensation and employers' liability insurance are shown in Attachment D.

SECTION 3: SPECIAL CONDITIONS

3.1 SUBMISSION INSTRUCTIONS

The Technical Proposal must include all Performance Standards listed in Attachment D, and respond to all technical requirements in Attachment C, Scope of Services, and must include all Mandatory Requirements listed in Section 3.1.4., Mandatory Documents and Requirements. The Technical Proposal must include evidence of Proposer's qualifications.

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

3.1.1 Costs

Proposals shall be prepared simply and economically. The Office is not liable for any cost incurred by a Proposer in responding to this solicitation. The Proposer is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.

3.1.2 Format and Copies

- a. In responding to the requirements in each section, structure your Proposal to match the order of any sub-headings in the section as presented in this RFP, to facilitate the comparison of your offer to the agency's requirements. Sealed Proposals must be received in the Office at Department of Financial Services, 200 East Gaines Street, Larson Bldg., Attn: Amy Jones, Office of Purchasing and Contractual Services, Tallahassee, FL 32399-0317 by the deadline listed in the Timeline in Section 1.8.8. All Proposals received by the deadline will be opened by the Office of Purchasing and Contractual Services at that time. Mark the Proposal package (box of binders as described below) clearly on the outside of the package with: PROPOSAL NUMBER, DATE AND TIME OF PROPOSAL OPENING. Mark each binder in the package as noted below. (This submission requirement replaces the electronic submission instructions in PUR 1001 ¶ 3.)
- b. The "original" Proposal will contain the originals of any documents required to be signed as part of the proposal submission (e.g., cover letter). The original Proposal as submitted should contain the following printed information on both its outside front cover, and on its spine:
 1. [Proposers exact legal name, in which name the contract would be awarded]
 2. Proposal regarding DFS OIR RFP 1617-11
 3. ORIGINAL, Binder __ of __
- c. Include with the copies of the Proposal photocopies of signed documents. Bind each copy in a 3-ring binder(s) just as the original, with a complete and exact duplicate of the original. For each copy, all sections may be contained in one binder clearly labeled at each section and tab. Each copy of the proposal should contain the following printed information on both its outside front cover, and on its spine:
 1. [Proposer's name in which the contract would be awarded]
 2. Proposal regarding DFS OIR RFP 1617-11
 3. Copy # ____, Binder __ of __
- d. Include one REDACTED scanned copy of the original Response, if applicable (see Section 1.8.3.1). The redacted copy of the proposal should contain the following printed information on both its outside front cover, and on its spine:
 1. [Proposer's name in which the contract would be awarded]
 2. Proposal regarding DFS OIR RFP 1617-11
 3. Redacted, Binder __ of __

3.1.3 Communications

Notice required by statute: 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 agency posting the notice of intended award, excluding Saturdays, Sundays, and state

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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 Office employees. Only communications which are in writing from the Office may be considered as duly authorized communications on behalf of the Office. During selection the Proposer, its agents, and employees will not engage in any written or verbal communication with any Office employees whether or not such individual is assisting in the selection, regarding the merits of the Proposer or whether the Office should retain or select the Proposer. The Proposer will not engage in any lobbying efforts or other attempts to influence the Office or the evaluation team, in an effort to be selected. The selection period shall begin according to the Timeline in Section 1.8.8.

3.1.4 Mandatory Documents and Requirements

All Proposals received will be screened by the Procurement Officer for compliance with these minimum Mandatory Requirements. Any Proposal that does not demonstrate satisfaction of the minimum Mandatory Requirements will not receive any further consideration. The minimum Mandatory Requirements are:

- a. The Proposal must be delivered timely as indicated in the Timeline in Section 1.8.8.
- b. The Proposal must include an original of the Technical Proposal and a separately sealed Price/Cost Proposal. Also include 5 paper copies of the Technical Proposal and 6 digital copies (compact disks) of the Technical Proposal. Within the Technical Proposal any data reporting manuals, statistical plans or sample reports may be included electronically on the compact disks and merely referenced in the paper copies.
[modifies PUR 1001 ¶ 3]
- c. The separately sealed Price/Cost Proposal, Attachment A, must include the proposed price and a signature by an authorized representative of the Proposer.
- d. The Proposal must include a fully completed Business Reference Form, Attachment F.
- e. The Proposal must include a fully completed Conflict of Interest Certification, Attachment G.

3.2 PROPOSAL CONTENTS

3.2.1 Technical Bid/Technical Proposal Content – Proposal Section 1

Section 1 Tab 1 Executive Summary (2 points)

- a. A brief statement of the Proposer's understanding of the work to be done written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein;
- b. The names, titles, addresses (including e-mail), and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer;
- c. Signature of person(s) authorized to legally bind the Proposer;

- d. Letter of Certification, signed by the Proposer, stating that the firm has operated an insurance data collection business for a minimum of five (5) consecutive years. If the Proposer is the local resident manager/representative for a nationwide company, this fact should be indicated in the certification. The local business address from which the firm operates, business telephone/cell phone number(s), and the name of a local contact person must also be included in the Proposal. Include Proposer's certification as to the accuracy of the Proposal; and a statement that Proposer agrees to not seek indemnification from the Office for any costs or services.

Section 1 Tab 2 Management Summary (5 points)

The Proposer must provide a management plan that describes administration, management, experience, personnel, qualifications, company history, and financial information.

- a. Administration and Management

Proposer must include a description of the organizational structure established and the methodology to be used to control costs, provide service reliability, and maintain schedules; as well as the means of coordination and communication between the organization and the Office.

- b. Experience and References

1. Experience

Proposer must provide documentation of previous experience in conducting services similar to the requirements of this RFP. Experience should be reflective of the Proposer's ability to perform the services requested in this RFP.

2. References

The Proposer shall complete the Client Reference Survey Form, Attachment F. The Proposer shall describe three or more past projects that are relevant to the requirements of this RFP. A current project is acceptable as long as the system is currently in operational use. The experiences should include development and delivery. For each project, include:

- i. Project title, client organization, and project reference, with phone and email address;
 - ii. Period of performance (initial and final). Explain any delay in project completion;
 - iii. Contract value (initial and final). Explain any growth in contract value;
 - iv. The degree to which the project was successful with respect to the Office acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project;
 - v. Describe how the project was similar to the services required of a designated statistical agent.

c. Identification of Project Personnel

Proposer must provide the name and title of each individual who will be engaged in this project. Include a description of the functions and responsibilities of each person relative to the task to be performed.

Proposer must include a listing of all persons who will work on this project together with their experience and qualifications. All of the Proposer's personnel assigned to this project will be subject to Office approval. As part of the Minimum Qualifications, the Proposer will designate specific members of the project team considered to be essential to the services to be provided as key personnel. Key personnel will be those assigned to agreed-upon key roles. Key roles should be defined within the proposed organizational structure and fulfill the Minimum Requirement of a designated support team for the services. The Office requires that the Proposer's contract manager is on the designated key personnel list.

d. Staff Information

List all staff assigned to this project, including any subcontractors. The following information must be provided for each:

1. Name;
2. Title;
3. Specific work or role to be performed and/or services to be provided. All personnel named for key roles shall be clearly designated as such;
4. Description of qualifications and relevant experience that makes proposed individuals suitable for designated roles on this project;
5. Percentage of time to be dedicated to this project if the Proposer is selected, and the number of other projects currently assigned;
6. Any additional information that indicates the individual's ability to aid the Proposer in successfully performing the work involved in this solicitation; and
7. Résumé

Subcontractors may be used. However, the vendor will be responsible for meeting the timeframes provided regardless of delays caused by a subcontractor.

e. Location of work

Provide a summary of the Proposer's locations and staffing in Florida. Provide a summary of the Proposer's ability to respond to the need for local contacts from the Office and the local communities served by the Office.

Section 1 Tab 3 Identical Tie Response Preference (Optional)

Whenever identical solicitation responses are received, preference shall be given to the Proposal certifying in accordance with Section 60A-1.011, Florida Administrative Code and Florida Statutes. It is optional to include an Identical Tie Response Form attached as **Attachment B**, if applicable to the Proposer.

Section 1 Tab 4 Provide Proposer(s) Financial Statements

Include independent evidence of sufficient financial resources and stability for Proposer(s) to provide the services sought, such as audited financial statements that includes balance sheets and income statements for the past two fiscal years.

3.2.2 Technical Approach and Qualifications Requirements—Proposal Section 2

Section 2 Tab 1 (20 points)

3.2.2.1: Technical Qualifications

Provide all of the following information:

- a. Evidence of Proposer's experience as a statistical agent, in general, including data collection operations, data base management, data quality activities, billing and invoicing, financial accounting, software and report development and other relevant activities;
- b. Evidence of Proposer's experience as a statistical agent for workers' compensation insurance;
- c. An overview of computer resources and capabilities, including:
 - Computer equipment and software
 - Capability to collect and disseminate data in a variety of common formats and media;
- d. The physical location of personnel, offices, computer resources and data;
- e. The names of key personnel who will be providing services to the Office with a detailed résumé for each of these individuals including a description of their expertise and experience (Limit résumés to two (2) pages in length);
- f. State whether the Proposer will be completely operational as to all the duties and functions of a designated statistical agent on or before July 1, 2017 (Inability to be completely operational as to all the duties and functions of a designated statistical agent on or before July 1, 2017 will disqualify Proposer.); and
- g. Any additional information the Proposer feels relevant for the Office to assess Proposer's qualifications as a workers' compensation statistical agent.

Section 2 Tab 2 (25 points)

3.2.2.2: Data Collection and Maintenance

Provide all of the following information for each of the three types of data to be collected (financial data, unit report data, and detailed claim information data). Include actual work samples, where available, such as computer generated listings, reports, logs, procedure manuals, edit manuals, correspondence, circulars, bulletins, etc. The work samples will be used to document the activities of the Proposer and to demonstrate the ability to complete the required tasks. The following years of data need to be maintained by the designated statistical agent: (1) At least 7 years of unit report data, (2) At least 15 years of financial data, and (3) At least 10 years of detail claim information data. The expected minimum data requirements are defined in the

“2016 Aggregate Compilation for Florida Statistical Agents.” A copy of this document is available upon request by emailing DFS purchasing@myfloridacfo.com. Variations in the aggregate compilation are made each year to meet the needs of the Office and designated statistical agents.

- a. Proposer’s proposed statistical plan for each of the three types of data.
- b. Proposer’s proposed processes and procedures for data collection and maintenance, including:
 1. Tracking submissions and identifying Insurers, which have not made required submissions;
 2. Procedures and timetable for processing submissions, applying edit checks and reasonability tests and building databases;
 3. Procedures and timetable for handling error correction and resubmission of company data;
 4. Procedures for maintaining database or databases, including backup and/or off-site copies of data or databases.

Section 2 Tab 3 (25 points)

3.2.2.3: Data Quality and Reliability Procedures

Provide all of the following information for each of the three types of data to be collected (financial data, unit report data and detailed claim information data). Include actual work samples, where available, such as computer generated listings, reports, logs, procedure manuals, edit manuals, correspondence, circulars, bulletins, etc. The work samples will be used to document the activities of the Proposer and to demonstrate the ability to complete the required tasks.

- a. Listing of validity and relational edit checking specifications and the procedures to implement the validity and relational edit checking specifications;
- b. Listing of the reasonability testing specifications and the procedures to implement the reasonability testing specifications;
- c. Procedures to minimize late and/or inaccurate data reporting, including, but not limited to, incentives for timely and accurate reporting, provision for company pre-editing capabilities and other support services to reporting companies; and
- d. Any additional activities to promote data quality and reliability.

Section 2 Tab 4 (10 points)

3.2.2.4: Data Security Procedures

Provide the data security procedures, including, but not limited to, restrictions on access to data and databases and prevention of alteration to data and databases. Data security procedures should include a procedure for maintaining confidentiality of each Insurer’s data absent any individual Insurer’s express authorization to release or use its data. Include actual work samples, where available, such as computer generated listings, reports, logs, procedure manuals,

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correspondence, circulars, bulletins, etc. The work samples will be used to document the activities of the Proposer and to demonstrate the ability to complete the required tasks.

Section 2 Tab 5 (25 points)

3.2.2.5: Provision of Reports and Data to the Office

Describe the reports and data to be provided to the Office. Describe the proposed schedule and methods for providing the regularly scheduled reports, including rate development reports. Describe the approach to responding to ad hoc report requests from the Office. Include actual work samples, where available, such as computer generated reports, logs, procedure manuals, etc. The work samples will be used to document the activities of the Proposer and to demonstrate the ability to complete the required tasks.

The expected minimum reporting requirements are defined in the “2016 Aggregate Compilation for Florida Statistical Agents”. A copy of this document is available upon request by emailing DFS purchasing@myfloridacfo.com. Variations in the aggregate compilation are made each year to meet the needs of the Office and designated statistical agents.

Section 2 Tab 6 (10 points)

3.2.2.6: Proposal and Timeline for Transition due to a Change in Statistical Agent

It is the Office’s desire to affect a smooth transition whenever there is a change in a statistical agent. In this section, please provide responses to the following two different situations:

- a. Assume you were a designated statistical agent and a new statistical agent was appointed. Provide a description of the activities and timelines for accomplishing each of the following such that the new statistical agent would be operational by January 1 of the following year:
 1. Transfer of historical data and reporting records to the new statistical agent;
 2. Coordination of reporting of experience by Insurers with the new statistical agent;
 3. Transfer of data, databases, edit and reasonability test specifications, and programs for editing data and producing Office reports; and
 4. Other activities necessary to transfer statistical agent activities to the new statistical agent.

- b. Assume you were a newly designated statistical agent. Provide a description of the activities and timelines for accomplishing each of the following by January 1 of the following year:
 1. Receipt of historical data and reporting records from the current statistical agent;
 2. Initial reporting of experience by Insurers to new designated statistical agent;

3. Movement to regular schedule of data collection, processing and reporting;
4. Initial billing for services to reporting companies; and
5. Other activities necessary to perform as a new workers' compensation statistical agent.

Section 2 Tab 7 (10 points)

3.2.2.7: Billing Procedures

Provide all of the following information:

- a. Proposer's procedures for invoicing reporting companies for services; and
- b. Procedures for occurrences of non-payment by reporting companies.

Section 2 Tab 8 (15 points)

3.2.2.8: Performance Standards

Please review the Performance Standards contained in Attachment D of this RFP and describe your willingness and ability to meet or exceed these standards. Please respond to each standard with "Will Not Meet", "Meet", or "Exceed". Provide a brief explanation for each standard that you respond with "Will Not Meet" or "Exceed".

Section 2 Tab 9 (10 points)

3.2.2.9: Multiple Designated Statistical Agents

If two or more statistical agents are selected, the Proposers shall be responsible for coordinating their activities and procedures so as to be able to provide consolidated data at no cost to the Office and at no additional cost to participating Insurers and rating organizations. Each statistical agent must agree to act as a compilation agent if two or more Proposers are selected. Describe any problems that you anticipate if the Office selects two or more Proposers. Include a discussion of any impact on the activities outlined in 3.1.2.2, 3.1.2.3, 3.1.2.4, 3.1.2.5 and 3.1.2.6 of this RFP.

3.2.3. Pricing/Cost Proposal (THIS INFORMATION SHALL BE SUBMITTED SEPARATELY FROM ALL OTHER PROPOSAL SUBMISSION DOCUMENTS).

The Proposal must contain a signed, separately sealed, **Price Proposal (Attachment A)**. The Cost Proposal information shall show the proposed schedule of fees for services to reporting companies and the total of all fees on an annual basis using the following three assumptions: (1) Assume you are the only statistical agent; (2) Assume you will provide services to 50% of the total market; and (3) Assume you will provide services to 33.3% of the total market. In developing the statistical agent costs and fees the Proposer shall assume the following volume of data for each calendar year for the total market: 250,000 unit reports, financial reports from 175 Insurers or Insurer Groups, and more than 2,100 Detailed Claim Information reports. In developing the statistical agent costs and fees for 50% and 33.3% of the total market, Proposer

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shall assume the total market volume above times 50% and 33.3% respectively. Where necessary, include additional documentation or detailed explanation in support of the price proposal.

3.3 EVALUATION PROCESS

Proposals shall be opened on the date and at the location indicated on the Timeline in Section 1.8.8. Proposers may, but are not required to, attend. **Prices will not be read at the RFP Opening.**

3.3.1 Evaluation Team

An evaluation team consisting of at least three members, appointed by the Office, will evaluate the Proposals.

3.3.2 Determination of Conformance

Proposals must satisfy certain mandatory Minimum Requirements in order to proceed into the evaluation process. All Proposals will be reviewed for compliance with these mandatory Minimum Requirements. Evaluators will verify that all mandatory technical requirements are met and addressed. Proposals that meet these requirements will be accepted into the evaluation process phase. **WARNING:** Proposals that fail to meet the mandatory Minimum Requirements will be rejected and considered no further in the evaluation process.

The objective of this solicitation is to elicit firm contractual offers subject to the Office's acceptance. For a Proposal to be responsive the Respondent must be committed to entering into a contract based on this RFP and the Respondent'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. Respondents are cautioned to carefully proofread responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the Proposal.

3.3.3 Technical Bid / Technical Proposal portion of the Proposal

Each evaluation team member will evaluate their copy of the Proposal independent of the other evaluators and provide a score on each section of the Technical Proposal, based on the criteria outlines in Section 3.3.5, Evaluation Criteria.

The scores of the evaluation team members will be averaged to determine the points assigned for the technical proposal score. The technical proposal score will then be added to the Proposer Total Cost Points to arrive at the final score for each Proposal.

3.3.4 Price/Cost Proposal

The Procurement Officer will open and separately evaluate the Price/Cost Proposals.

3.3.5 Evaluation Criteria

Technical evaluation is the process of reviewing the Proposer's Executive Summary and Technical Plan for understanding of the project, qualifications, approach, and capabilities to ensure a quality product.

The following point system is established for scoring the technical proposals:

<u>Maximum Points</u>	<u>Criteria</u>
2	A. Section 1 Tab 1 Proposal Section 3.2.1: Executive Summary. Executive Summary must contain a statement of Proposer's understanding, key personnel, signature of authorized person(s), and letter of certification.
5	B. Section 1 Tab 2 Proposal Section 3.2.1: Management Summary. Experience and qualification of key company personnel. References.
20	C. Section 2 Tab 1 Proposal Section 3.2.2.1: Technical Qualifications. Experience of the firm as a statistical agent including any experience as a statistical agent for workers' compensation insurance. Computer resources and capabilities. Experience and qualifications of key personnel that will be providing the services. Any other relevant information that affects the qualifications as a workers' compensation statistical agent.
25	D. Section 2 Tab 2 Proposal Section 3.2.2.2: Data Collection and Maintenance. Complete, comprehensive, and adequate statistical plans and data collection procedures. Adequacy of work samples.
25	E. Section 2 Tab 3 Proposal Section 3.2.2.3: Data Quality and Reliability Procedures. Complete, comprehensive, and adequate data edits and data reasonability testing. Programs to encourage prompt, accurate and complete reporting of workers' compensation data. Adequacy of work samples.
10	F. Section 2 Tab 4 Proposal Section 3.2.2.4: Data Security Procedures. Complete, comprehensive, and adequate data security and backups. Adequacy of work samples.
25	G. Section 2 Tab 5 Proposal Section 3.2.2.5: Provision of Reports and Data to the Office. Adequacy and usefulness of reports. Timeliness of proposed schedule of reports. Ability and willingness to produce ad hoc reports. Adequacy of work samples.
10	H. Section 2 Tab 6 Proposal Section 3.2.2.6: Proposal and Timeline for Transition due to a Change in Statistical Agent. Adequacy of transition plan.

- 10 I. Section 2 Tab 7 Proposal Section 3.2.2.7: Billing Procedures. Adequacy of billing procedures.
- 15 J. Section 2 Tab 8 Proposal Section 3.2.2.8: Performance Standards. Agreement and ability to meet each of the standards in Attachment D. Ability to exceed the standards. Explanation for standards that will not be met and for those that will be exceeded.
- 10 K. Section 2 Tab 9 Proposal Section 3.2.2.9: Multiple Designated Statistical Agents. Complete and comprehensive analysis.

157 Maximum Total Number of points obtainable for technical proposal.

Cost Proposal (20 points)

Cost analysis is conducted through the comparison of total fees to be charged to reporting companies. If the Office decides to appoint one statistical agent, then your total fees assuming you are the only statistical agent will be used. If the Office decides to appoint two statistical agents, then your total fees assuming you will provide services to 50% of the total market will be used. If the Office decides to appoint more than two statistical agents, then your total fees assuming you will provide services to 33.3% or less of the total market will be used. The criteria for cost evaluation shall be based upon the total fees using the above procedure to select which assumption to use and the following formula:

$$(\text{Lowest Proposer's Total Fees} / \text{Proposer's Total Fees}) \times \text{Cost Points} = \text{Proposers Total Cost Points}$$

3.3.6 Reservations

The Office reserves the right to reject any and/or all Proposals, or to waive Minor Irregularities if it is in the Office’s best interest to do so. The Office may amend the solicitation before the due date for the Proposal by issuing addenda or amendments posted on the VBS.

3.3.7 Contract

The contract shall be awarded by written notice to the responsible and responsive vendor(s), 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 the Request for Proposals. The Office will coordinate a contract for signature, substantially in the form attached as Attachment E, between the Office and successful Proposer, who will be the Contractor, that incorporates this solicitation and the Proposer’s Proposal as soon as possible after the posting of the notice of award on the Vendor Bid System (VBS) website, at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu.

After selection of the Contractor, the Request for Proposals (including addenda thereto, if any), the Proposal of the Contractor, and the executed Contract will constitute the entire agreement of the parties and will supersede any prior representations, commitments, conditions, or agreements

between the parties. In the event of conflict among the terms and conditions of the various documents, the Contract shall prevail over the Request for Proposals and the Request for Proposals shall prevail over the terms of the Proposal. The term “Proposal” includes both the Technical and Price Proposals submitted in response hereto.

The Contract shall be substantially in the form attached as Attachment E to the RFP, with only such non-substantive changes therein as shall be necessary to the orderly administration of the program/project.

Modifications as noted in response to the Proposers' questions and any other addenda to the RFP are incorporated into the RFP. The Office reserves the right to amend this Request for Proposals by an addendum prior to the date for Proposal submission.

ATTACHMENT A
Price Proposal

COST PROPOSAL SHEET
Designated Statistical Agent for Workers' Compensation

NAME OF FIRM: _____

FIRM ADDRESS: _____

THE TOTAL ANNUAL FEES*:

1. PROPOSER IS THE ONLY STATISTICAL AGENT \$ _____

2. PROPOSER PROVIDES SERVICES TO 50% OF THE TOTAL MARKET
\$ _____

3. PROPOSER PROVIDES SERVICES TO 33.3% OF THE TOTAL MARKET
\$ _____

The Cost Proposal information shall include the proposed schedule of fees for services to reporting companies and an estimate of the total fees on an annual basis. Include an explanation and documentation as to how the Proposer calculated the estimated total annual fees. The total of all fees on an annual basis is shown above using the following three assumptions: (1) Assume you are the only statistical agent; (2) Assume you will provide services to 50% of the total market; and (3) Assume you will provide services to 33.3% or less of the total market.

Respondents are required to provide pricing for areas 1, 2, & 3.

*** Amount will be used for basis of awarding Cost Points.**

Proposer Name

Signature

Typed Name, Title

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ATTACHMENT B
Identical Tie Response Certification

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. The response is from a Florida-domiciled entity
- ____ C. The commodities are manufactured, grown, or produced within this state;
- ____ D. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.

____ E. 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: _____

ATTACHMENT C

Scope of Services

The Office is seeking qualified firms to perform the functions of a designated statistical agent for workers' compensation and employers' liability insurance in accordance with section 627.331, F.S. This will include the collection of data for unit reports, detailed claim information and annual Financial Calls. Please review the services contained in this attachment and describe your willingness to perform these services.

The Office requires the following from each of its designated statistical agents:

1. The designated statistical agent is the agent of the Office, as such; its primary responsibility will be to the Office.
2. The statistical agent must collect data from reporting companies pursuant to the Office's approved statistical plans. Data collected on behalf of the Office does not include any information that would directly or indirectly identify any individual employer, policyholder, claimant, Insurer, or Insurer Group, except that Financial Calls include Data collected on an aggregate basis showing totals by Insurer or Insurer Group. "Indirectly identify" shall mean there is the ability to use public or non-public information in conjunction with OIR Data to identify individual employers, policyholders, claimants, Insurers, or Insurer Groups. While the statistical agent may collect such information for control purposes, any data provided to the Office will not include any information that would identify an individual employer, policyholder, or claimant. Also, data provided to the Office will not include information identifying an individual Insurer or Insurer Group except that Financial Call data may be provided on an aggregate basis showing totals by Insurer or Insurer Group. If requested by a reporting company, the statistical agent may collect data from reporting companies in a different format than specified in the statistical plan. However, the statistical agent must collect data in detail at least as great as specified in the statistical plan and be able to reproduce the company submission in the detail and format specified by the statistical plan.
3. The statistical agent must accommodate and implement changes in data collection and reporting activities resulting from approved changes to the statistical plan.
4. The statistical agent must employ a variety of techniques to ensure the reliability, validity, accuracy, and completeness of data reported to the Office, including, but not limited to, edit procedures and reasonability checks employed by the statistical agent, provision for pre-editing capabilities for use by reporting companies prior to submission of data, and financial and other incentives for accurate and timely reporting.
5. The statistical agent must not alter reporting companies' submissions unless such activity is authorized by the Office and approved by the reporting company.

6. The statistical agent must process reporting company submissions, develop and maintain required databases, and produce accurate reports, on both a regular and ad hoc basis, for the Office.
7. The statistical agent must create a capability for the Office to have access to databases through on-line direct connection to the statistical agent's computer, on CD-ROM, or other appropriate mechanism.
8. The statistical agent must bill reporting companies for the costs of designated statistical agent activities. Such billing procedures must optimize the goals of encouraging the timely submission of reliable data and spreading the cost of statistical agent activities equitably among Insurers and policyholders.
9. The statistical agent must implement data security procedures to ensure no unauthorized access to data reported by Insurers. The statistical agent shall not allow any information that would identify an individual employer, policyholder, claimant, or Insurer to be released except with the permission of the employer, claimant, and Insurer. However, a statistical agent may release data to another designated statistical agent for workers' compensation or a licensed rating organization for workers' compensation provided the organization agrees in writing to hold such information confidential and abide by the same restrictions concerning release of such data as the statistical agent supplying such data.
10. The statistical agent must submit to financial and performance audits on a regular basis. The statistical agent must maintain and make available to the Office staff or other individuals designated by the Office the following: books, records, work papers, electronic files, and other materials related to the services provided as a Florida workers' compensation designated statistical agent.
11. The statistical agent must meet the Office's Performance Standards.
12. The statistical agent must provide statistical agent services in a cost-effective manner and must provide the Office with timely feedback on the cost of complying with any Office requests for such things as reports or data access.
13. The statistical agent must not use data collected through its role as the designated statistical agent for any purposes other than those authorized by the contract with the Office, unless the Office specifically authorizes those additional purposes or the data are otherwise available pursuant to the Florida Open Records Act. Rating Organizations and Advisory Organizations are invited to seek appointment as the designated statistical agent, but the roles of a Rating Organization or an Advisory Organization and the designated statistical agent shall be separate and distinct. Designation as a statistical agent shall not confer any special privileges to a Rating Organization or an Advisory Organization in its respective role as a Rating Organization or an Advisory Organization.

14. The statistical agent shall maintain data, databases, and related programs in a manner that allows for ease of transfer to another organization in the event the Office withdraws the statistical agent designation. Data, databases, statistical plans, edit and reasonability test specifications, and certain programs for editing data at the company level and for generating certain reports, are the property of the Office and must be provided by the statistical agent to the Office, in a format so designated by the Office, upon request.
15. The statistical agent must maintain as separate and distinct the data collection activities conducted as the designated statistical agent from any ratemaking activities or advisory organization activities.
16. The statistical agent must agree that only individual Insurers may make trade secret or confidentiality claims on data submissions and that the statistical agent will not make such claims or restrict the Office's access to such data.
17. If two or more statistical agents are selected, the Proposers shall be responsible for coordinating their activities and procedures so as to be able to provide consolidated data at no cost to the Office and at no additional cost to participating Insurers and rating organizations.

Each statistical agent agrees to act as a compilation agent by producing an aggregate compilation of the Office Data it has collected, plus the aggregate compilation of Office Data collected by all other designated statistical agents. Each compilation agent will carry out the same task as described above. Each statistical agent agrees that it will then reconcile its aggregate compilation of Office Data with the aggregate compilation of Office Data of the other designated statistical agents. After reconciliation discussions among all compilation agents, final compilation reports will be provided to the Office. The compilation and reconciliation of aggregate Office Data by a designated statistical agent does not confer any liability for errors and omissions of another designated statistical agent in their aggregate Office Data upon that designated statistical agent. If the compilation agents are unable to provide a final compilation report, each compilation agent will submit its aggregate compilation of Office Data for all designated statistical agents and its aggregate compilation of Office Data for its affiliate to the Office and these reports will be reconciled by the Office. The expense of reconciliation incurred by the Office will be borne by the statistical agents based on the calendar year earned premiums of the Insurers reporting to the statistical agent provided that such expense may be otherwise allocated by the Office based upon the relative delay or fault of one or more of the statistical agents. For purposes of this paragraph, the term “aggregate compilation” shall mean the compilation of the reports known as “2016 Aggregate Compilation for Florida Statistical Agents”. A copy of this document is available upon request by emailing DFS purchasing@myfloridacfo.com. Variations in the aggregate compilation may be made each year to meet the needs of the Office and Designated

Statistical Agents. The data will be exchanged with other compilation agents in a mutually agreed upon format.

18. The statistical agent is expected to transfer data in the following instances:

- a. In the event an Insurer authorizes the statistical agent to furnish that Insurer's data to a rating organization or a statistical agent with which the Insurer is affiliated, the statistical agent shall do so.
- b. In the event that a rating organization or insured requests the statistical agent data for that insured, which data such rating organization or insured is authorized to receive, the statistical agent shall provide such data. As a condition to the transfer of such data to an authorized rating organization, the statistical agent shall require the receiving rating organization to agree in writing to use such data only for the purpose for which it is authorized, by the insured, to use such data.
- c. The transfer of data described in sub-paragraph a. and b. above from the statistical agent to a newly selected statistical agent, rating organization or insured shall be within ten (10) Calendar Days after receipt of written request. In the event such transfer cannot be fulfilled within ten (10) Calendar Days of receipt of the written request, the statistical agent will provide a time estimate for the delivery of such request within ten (10) Calendar Days of receipt of the written request. All such requests shall be completed no later than thirty (30) Calendar Days after receipt of the written request. The applicable data will be transferred electronically in standard industry formats or in a mutually agreed upon format.

19. The statistical agent shall develop systems and statistical reporting requirements to collect data from employee leasing companies to implement the requirements of section 627.192, Florida Statutes. This shall include the ability to separate the experience by lessee (client).

Attachment D: Performance Standards

This document represents some of the desired performance standards sought by the Office from a designated statistical agent for workers' compensation insurance. Please review the performance standards contained in this attachment and describe your willingness to meet or exceed these standards in Section 3.1.2.8 of your response to this Request for Proposal (RFP). Please respond to each standard with "Will Not Meet", "Meet" or "Exceed". Please provide a brief explanation for standards to which your response is "Will Not Meet" or "Exceed".

The Office encourages the Proposer to add new or different performance standards which you believe are more relevant, meaningful, and/or cost-effective. Please note that some of the performance standards ask for the statistical agent to contribute to the definition of the standard. The Office would appreciate your initial ideas in these areas in your response to the RFP. Any new or different performance standards suggested by the Proposer shall be in addition to the standards outlined in this Attachment and not a substitute.

1. Data Quality and Reliability

Each statistical agent must ensure that data reported by Insurers accurately, reliably, and completely reflects each Insurer's actual premium, exposure, expense, and loss experience.

- a. The statistical agent must implement the data edits and error tolerances described in section 3.2.2.3 of its Response to this RFP.
- b. The statistical agent must return submissions or portions of submissions not meeting the error threshold standards to the reporting company with an itemization of reporting errors, as described in section 3.2.2.3 of its Response to this RFP.
- c. For Unit Reports and Detailed Claim Information, the statistical agent must propose data reasonability tests for the Office's approval. For the annual Financial Call, the statistical agent must implement the logical and data reasonability tests described in section 3.2.2.3 of its Response to this RFP.
- d. The statistical agent must make inquiry to each reporting company whose data submission exceeds error thresholds for data reasonability tests. This inquiry shall be in writing and shall specifically identify the data in question.
- e. Prior to submission of reports to the Office, the statistical agent must review reports and underlying data for accuracy, reliability, reasonableness, and completeness.
- f. The statistical agent must implement a schedule of fees which encourages reliable and timely data submissions by reporting companies, while attempting to

equitably spread the costs of statistical data collection among the reporting Insurers and policyholders, if the fees may affect policyholders' premium.

2. Timeliness

Each statistical agent must ensure that data reported by Insurers is acknowledged, processed for data quality and reliability, returned to reporting Insurers for necessary corrections, posted to databases and processed into reports in a timely manner.

- a. The statistical agent must acknowledge receipt of data submissions within ten (10) Business Days of receipt of a data submission or resubmission.
- b. The statistical agent must employ relevant data edits on all data submissions within ten (10) Business Days of receipt of a data submission or resubmission.
- c. The statistical agent must provide an error report and request for resubmission of data failing data edit procedures to reporting companies within five (5) Business Days of employing the data edit procedures.
- d. The statistical agent must employ data reasonability tests within thirty (30) Calendar Days of the data submission passing the data edit procedures.
- e. The statistical agent must request an explanation from reporting companies for data submissions exceeding error thresholds for data reasonability procedures within (5) Business Days of employing the data reasonability procedures.
- f. The statistical agent must post edited data to databases within sixty (60) Calendar Days following the submission date.
- g. The statistical agent must provide the reports described in section 3.2.2.5 of its response to this RFP in the following time frames:
 - (i) Unit Reports Annual Year End Report -- This report for calendar/policy year experience shall be reported in personal computer database format no later than July 1 of each year as required by s. 627.914, F.S.
 - (ii) Unit Reports Schedule Z Report -- This report in personal computer database format compatible with Office requirements shows premiums, losses, loss adjustment expense and payroll by type of injury, by business classification and by medical versus indemnity claims for the

most recent ten years including first through tenth reports. This report shall be produced annually no later than July 1 of each year.

- (iii) Detailed Claim Information -- This report shall be provided no later than June 1 and December 1 of each year.
- (iv) Annual Financial Call -- The reports in section 3.2.2.5 of its Response to this RFP for the Financial Call shall be provided by July 1 following the end of the calendar experience year.

3. Reporting Company Support

Each statistical agent must provide excellent service and support to reporting companies.

- a. The statistical agent must assist reporting companies in their efforts to submit accurate and reliable data in a timely fashion by developing, providing, and supporting pre-editing capabilities to be used by reporting companies prior to submission and/or by other cost-effective means.
- b. The statistical agent must provide written notices to reporting companies whose submissions have failed data edit or data reasonability procedures. Such notices shall include explanations of specific tests failed and instructions for remedying the problem, resubmitting corrected data and/or responding to specific inquiries.
- c. The statistical agent must annually, by July 1, provide each reporting company with a report of the company's reporting performance relative to data edit and data reasonability test error thresholds and relative to the reporting performance of all reporting companies.
- d. The statistical agent must, upon request, provide a copy of the schedule of fees to which a reporting company is subject.
- e. The statistical agent must respond to inquiries from reporting Insurers regarding billings for fees within ten (10) Business Days of receipt of the inquiry.
- f. The statistical agent must, upon request, provide reporting companies with the procedures they have implemented to maintain the confidentiality of each Insurer's data absent any individual Insurer's express authorization to release or use its data.

4. Office of Insurance Regulation Data Access

Each statistical agent must provide the Office with comprehensive access to databases of data reported by Insurers pursuant to approved workers' compensation statistical plans.

- a. The statistical agent must provide the Office with the capability to access workers' compensation databases and create ad hoc reports in two or more of the following ways:
 - (i) Fast turnaround (within ten Business Days, if feasible) on ad hoc data requests;
 - (ii) Quarterly copies of databases provided on CD-ROMs;
 - (iii) Office on-line access to workers' compensation databases with software tools to create and download reports to Office personal computers; and/or
 - (iv) Other mechanisms proposed by the statistical agent.

5. Status Reports

Each statistical agent must keep the Office well informed of the status of data reporting, processing, and management.

- a. The statistical agent must provide monthly status reports that identify reporting companies that have experience rated unit statistical reports that are not available, and are significantly impacting the release of complete experience rating modifications.
- b. The statistical agent shall provide the Office with a report that contains statewide unit statistical reporting performance on a quarterly basis. Florida performance should be displayed in relation to the reporting norm, or established reporting benchmarks.
- c. The statistical agent shall provide the Office with an annual report that identifies reporting companies that have failed to meet established performance criterion for each type of data collected by the statistical agent.
- d. The statistical agent shall timely inform the Office of significant data reporting issues that:
 - 1) Remain unresolved, despite the statistical agent's efforts to resolve these issues with the reporting company
 - 2) Affect a rating organization's advisory role in the state.

6. Data Security

Each statistical agent must ensure excellent data security including adequate back-up copies of data and no unauthorized access to workers' compensation databases.

- a. The statistical agent must maintain and secure adequate back-up files of all system libraries, documentation, and all software programs utilized to process data submissions.
- b. The statistical agent must develop data security procedures to ensure only authorized access to data submissions and databases by statistical agent personnel for statistical agent activities.
- c. The statistical agent must develop data security procedures to ensure no unauthorized access to data submissions and databases by individuals other than appropriate statistical agent personnel or designated representatives of the Office.
- d. The statistical agent must develop an agreed-upon procedure for providing reporting companies with aggregate historical premium and loss data.
- e. The statistical agent must not alter a reporting company's data submission without prior approval of the reporting company and the Office.

7. Audits and Data Retention

Each statistical agent must cooperate with representatives of the Office performing financial and/or performance audits of the statistical agent.

- a. The statistical agent agrees to submit to regular financial and performance audits by representatives of the Office.
- b. The statistical agent agrees to implement recommendations resulting from a financial or operational audit or explain in writing to the Office within thirty (30) Calendar Days of receipt of the recommendation why the recommendation should not be implemented due to cost-effectiveness or other reasons.
- c. The statistical agent must retain original company data submissions that have been accepted into workers' compensation databases for a minimum of three years from the original submission due date.

8. Transition

In the event that a designated statistical agent is a different organization from the current workers' compensation statistical agent(s), the designated statistical agent must ensure an orderly transition from the prior statistical agent(s). The designated statistical agent must also ensure a

smooth transition to other statistical agents in the future if the Commissioner were to make such a designation.

- a. Each statistical agent must identify and document in writing to the Office and to the previous statistical agent relevant transition issues within thirty (30) Calendar Days of designation as the statistical agent.
- b. During the six (6) months following designation, each statistical agent shall provide bi-weekly reports to the Office regarding the transition from the previous statistical agent. Each statistical agent shall provide reports more frequently if such reports are necessary to ensure an orderly transition.
- c. Each prior designated statistical agent must provide relevant assistance and support to a new statistical agent for a minimum of six (6) months after designation of the new statistical agent.

ATTACHMENT E

CONTRACT BETWEEN THE STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

AND

[Insert Contractor's Name]

This contract (Contract) is entered into in the City of Tallahassee, Leon County, Florida by and between the OFFICE OF INSURANCE REGULATION, an agency of the state of Florida (State) with headquarters located at 200 East Gaines Street, Tallahassee, Florida, 32303-0300 ("OIR") and [Insert Contractor's Name] located at [Insert Contractor's Address] ("Contractor").

This Contract shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

WHEREAS, the OIR is authorized by Section 627.331(3), Florida Statutes, to designate one or more rating organizations or other agencies to assist the OIR in gathering experience and making compilations thereof, which compilations are to be made available, subject to applicable rules, to Insurers and rating organizations.

WHEREAS, pursuant to Section 627.331(1), Florida Statutes, the OIR seeks to designate one or more statistical agents to aid the OIR in collecting and compiling the experience of all Insurers at least annually in such form and detail as is necessary in determining whether certain Insurer activities comply with the applicable standards of the Florida Statutes.

WHEREAS, Contractor has submitted a written proposal in response to the OIR's Request for Proposals 1617-11 to perform the functions of a designated statistical agent for

workers' compensation and employers' liability insurance ("workers' compensation") as permitted under Section 627.331, Florida Statutes.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions shall apply throughout this Contract, as applicable:

1. "Designation" means Contractor's designation as statistical agent in Florida pursuant to this contract and Florida law.
2. "Unit Reports" means information for individual policyholders collected by Contractor pursuant to its Designation and in accordance with the workers' compensation statistical plan filed with and approved by the OIR or as amended and approved by the OIR.
3. "Detailed Claim Information" means information on individual claims collected by Contractor pursuant to its Designation and in accordance with the detailed claim information filed with and approved by the OIR. Reporting requirements changes proposed by either the OIR or Contractor will be reviewed and agreed on prior to their implementation.
4. "Financial Calls" means aggregate information compiled by Insurers or Insurer Groups and collected by Contractor pursuant to its Designation and in accordance with the annual calls for experience filed and approved by the OIR. Reporting requirements changes proposed by either the OIR or Contractor will be reviewed and agreed on prior to their implementation.

5. "Data" means Unit Reports, Detailed Claim Information and Financial Calls collected or compiled pursuant to Contractor's Designation.
6. "Database" means Data stored on physical computer storage devices, including element definitions, but excluding those physical devices themselves, computers and related computer hardware, data organization or control elements, database management specifications systems and software.
7. "OIR Data" means Data excluding those data elements identifying directly or indirectly any individual employer, policyholder, claimant, Insurer, or Insurer Group, except that Financial Calls includes Data collected on an aggregate basis showing totals by Insurer or Insurer Group. For the purposes of this subsection (7), "identifying indirectly" shall mean there is the ability to use public or non-public information in conjunction with OIR Data to identify individual employers, policyholders, claimants, Insurers or Insurer Groups.
8. "Calendar Days" means 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.

ARTICLE 2. ENGAGEMENT OF CONTRACTOR

The OIR agrees to engage Contractor and Contractor agrees to perform the services as a statistical and compilation agent required by this Contract. Contractor understands and agrees that all services contracted for are to be performed solely by Contractor or by Contractor and any subcontractors identified in the Proposal, as such term is defined in Article 3, paragraph 2.

Additional subcontractors may not be subcontracted with for services material to this Contract, nor may the services or work be assigned, without the prior written consent of the OIR.

ARTICLE 3. SCOPE OF SERVICES

1. Request for Proposal 1617-11, entitled “Designated Statistical Agent for Workers’ Compensation,” (“RFP”) is hereby incorporated by reference and made a part hereof and Contractor agrees to abide by the terms therein and to perform all services required therein.

2. The written proposal submitted in response to the RFP by Contractor dated [Insert date], (“Proposal”) is hereby incorporated by reference and made a part hereof, and Contractor agrees to abide by the representations therein and to perform all services offered therein.

3. If the RFP conflicts with the Proposal, the RFP shall control.

4. In addition to the terms and conditions of the RFP and the Proposal, the following provisions shall apply, and in the event of a conflict with the RFP or the Proposal, the following provisions shall control:

a. Contractor agrees to meet all of the OIR’s requirements for a designated statistical agent as described in Attachment C to the RFP, entitled “Scope of Services”, which include but are not limited to collection of Data.

b. Contractor agrees to meet or exceed all of the OIR’s performance standards as described in Attachment D to the RFP, entitled “Performance Standards”. If Contractor’s Proposal included representations that it would exceed the OIR’s performance standards, Contractor must meet those representations.

c. Contractor agrees to perform detailed, comprehensive, and effective validity edits, relational edits, and reasonability testing on Data gathered and compiled by Contractor in

accordance with the terms of this Contract. The validity edits, relational edits, and the reasonability testing shall be at least as detailed, comprehensive, and effective as those, which were performed on Florida data in the year preceding the effective date of this Contract.

d. Contractor agrees to timely provide the OIR with all the reports described in Section 3.2.2.5 of the RFP, Attachment D.2.g. of the RFP, and the Proposal.

e.(i) Contractor agrees to provide the OIR with access to all OIR Data collected or compiled pursuant to its Designation.

(ii) In the event that an Insurer, which is a member or affiliate of Contractor, changes the designated statistical agent to which it reports Florida Data, Contractor must provide to the newly selected statistical agent, as authorized in writing by such Insurer, the following:

(1) All available Unit Reports, up to and including seven years for that Insurer;

(2) All available Financial Calls, up to and including seven years of evaluation for that Insurer; and

(3) All available Detailed Claim Information for that Insurer, up to and including ten years;

Contractor will remove such transferred data from any of its compilations performed on a going forward basis. If Contractor receives such transferred data, it will include the same in its compilations on a going forward basis.

(iii) In the event an Insurer authorizes Contractor to furnish that Insurer's Data to a rating organization with which the Insurer is affiliated, Contractor shall do so.

(iv) In the event that a rating organization or insured requests of Contractor Data for that insured, which Data such rating organization or insured is authorized to receive, Contractor shall provide such Data. As a condition to the transfer of such Data to an authorized rating organization, Contractor shall require the receiving rating organization to agree in writing to use such Data only for the purpose for which it is authorized, by the insured, to use such Data.

(v) The transfer of OIR Data described in sub-paragraph (i) above and the transfer of Data described in sub-paragraphs (ii)-(iv) above from Contractor to a newly selected statistical agent, rating organization or insured shall be within ten (10) Calendar days after receipt of written request. In the event such transfer cannot be fulfilled within ten (10) Calendar days of receipt of the written request, Contractor will provide a time estimate for the delivery of the requested data. Responses to all such requests shall be completed no later than 30 Calendar Days after receipt of the written request. The applicable data will be transferred electronically in standard industry formats or in a mutually agreed format.

f. (i) Contractor agrees and acknowledges that all OIR Data, collected or compiled on behalf of the OIR as a designated statistical agent for Florida Workers' Compensation, will be timely provided by Contractor to the OIR. Regarding all of the said OIR Data provided to the OIR pursuant to this paragraph, Contractor acknowledges that the OIR has such ownership rights to the OIR Data for Florida Workers' Compensation as it may have pursuant to Section 627.331, Florida Statutes, and the Florida Insurance Code, and Contractor will assert no ownership rights on its own behalf with regard to the OIR Data.

(ii) Contractor agrees that all copies of statistical plans, edit and reasonability test specifications, and computer programming specifications and related documentation describing the editing of Data and the generation of necessary reports, that are provided to the OIR in relation to Contractor's performance under this contract, are the property of the OIR and the OIR has the right to use such statistical plans, edit and reasonability test specifications, and computer programming specifications and related documentation describing the editing of Data and the generation of necessary reports. This provision survives the termination or expiration of this Contract or any renewal of this Contract.

g. Contractor agrees that third-party requests for OIR Data (excluding requests from other designated statistical agents or licensed rating organizations addressed in paragraph e. above) received by Contractor must be timely referred by Contractor directly to the OIR and that the OIR will distribute OIR Data or reports, or authorize Contractor to distribute OIR Data or reports, according to the provisions of section 119.07, Florida Statutes, and any other applicable laws. Contractor agrees to assist the OIR in furnishing the OIR Data responsive to any third-party request under such Chapter 119, Florida Statutes. When providing OIR Data or reports pursuant to authorization by the OIR, Contractor shall only be permitted to charge fees and costs which are equivalent to those authorized to be charged under Chapter 119, Florida Statutes.

h. Contractor agrees to segregate its data collection activities conducted pursuant to its Designation from its rating or advisory organization activities and other activities. Contractor's fee arrangements and agreements with Insurers reporting Florida Data to Contractor pursuant to its Designation shall be separate and distinct from fee arrangements and agreements used by Contractor for its other services and activities.

i. Contractor will charge Insurers reporting Data to Contractor as statistical agent the following fees: [Insert Amount] per billable Unit Report for services provided under this Contract. Billable Unit Reports are those Unit Reports, other than correction reports, reported by Insurers to Contractor pursuant to its Designation, excluding significant exception processing situations that may occur from time to time and are to be billed on an individual basis to an Insurer. In the event Contractor's market share as determined by the percentage of total Florida written premium written by its affiliated Insurers falls below sixty percent (60%), Contractor reserves the right to increase this Unit Report fee within the parameters of its proposal subject to review and approval by the OIR.

Contractor may charge Insurers data reporting quality and timeliness fines, and provide credits, as appropriate, according to the then-current incentive programs outlined in Contractor's Unit Statistical Reporting Guidebook and Reporting Guidebook for the Annual Calls for Experience. Contractor will charge data entry fees for the conversion of hard copy Unit Reports collected pursuant to its Designation as set forth in Contractor's then-current products and services price list.

Access to all data reporting tools, including data reporting manuals, edit packages, data reporting circulars, data reporting user's guides, and web-based applications used to report data in connection with the performance of services pursuant to this Contract, shall be provided to Insurers reporting data to Contractor on a royalty-free license basis. Hard copies will be provided pursuant to the prices and terms published in Contractor's then-current products and services price list. After the first year, annual maintenance fees for such data reporting tools may

be charged upon OIR approval at then-current rates published in Contractor's products and services price list.

The cost of transferring Data from Contractor to other statistical agents shall be limited to the reasonable cost of production and distribution. The cost of transferring Data from Contractor to a licensed rating organization that is authorized to receive Data by a member or affiliate Insurer or transferring Data by Contractor to a reporting Insurer requesting its own Data shall be limited to the reasonable cost of production and distribution.

Contractor agrees that no affiliation or membership fee, or any other charges for products or services in addition to the fees specified above, will be required of Insurers reporting Data to Contractor for any statistical agent services in Florida. Except as set forth above, there shall be no additional charges by Contractor to Insurers reporting Data to Contractor for manuals, edit packages, circulars, user's guides, or web-based applications, any of which are used to report Data relating to statistical agent services. Charges imposed for services as a statistical agent shall be the same for all Insurers regardless of whether Contractor performs rating organization services for any such Insurers.

j. Contractor agrees to provide to the OIR, without charge, use of Contractor's historical Florida workers' compensation data, collected prior to and after its Designation, in summary form sufficient to make rates. In addition, Contractor agrees to include such historical data in standard and ad hoc summary reports produced pursuant to its Designation in a form sufficient to make rates. Such data shall not include data elements identifying the individual employer, policyholder, claimant, Insurer or Insurer Group, except that Financial Call data

collected on an aggregate basis showing totals by Insurer or Insurer Group will be provided without charge, as needed.

k. Contractor agrees to submit to any regular financial and performance audits required or conducted by the OIR. Such audits will be performed in accordance with Section 624.3161 et seq., Florida Statutes, regarding market conduct examinations. The costs of no more than one (1) audit per year shall be reimbursed to the OIR by Contractor.

l. In the event of termination, expiration or non-renewal of Contractor's Designation, Contractor will provide reasonable assistance in transferring Data, submission logs, Databases, edit and reasonability test specifications, computer programming specifications, and related documentation for editing Data and producing reports for the OIR, and other information, collected or developed pursuant to its Designation, necessary for another designated statistical agent to assume Contractor's Data collection responsibilities.

m. Contractor agrees to commence collecting Unit Reports under this Contract from Insurers or Insurer Groups reporting to it on July 1, 2017. Contractor agrees to commence collection of Detailed Claim Information under this Contract from Insurers or Insurer Groups reporting to it on July 1, 2017. Contractor agrees to collect annual Financial Calls information from Insurers or Insurer Groups under this Contract beginning with the reporting of the 2017 experience.

n. Contractor agrees to act as a compilation agent by producing an aggregate compilation of the OIR Data it has collected, plus the aggregate compilation of OIR Data collected by all other designated statistical agents. Each compilation agent will carry out the same task as described above. Contractor agrees that it will then reconcile its aggregate

compilation of OIR Data with the aggregate compilation of OIR Data of the other designated statistical agents. After reconciliation discussions among all compilation agents, final compilation reports will be provided to the OIR. The compilation and reconciliation of aggregate OIR Data by a designated statistical agent does not confer any liability for errors and omissions of another designated statistical agent in their aggregate OIR Data upon that designated statistical agent. If the compilation agents are unable to provide a final compilation report, each compilation agent will submit its aggregate compilation of OIR Data for all designated statistical agents and its aggregate compilation of OIR Data for its affiliate to the OIR and these reports will be reconciled by the OIR. The expense of reconciliation incurred by the OIR will be borne by the statistical agents based on the calendar year earned premiums of the Insurers reporting to the statistical agent provided that such expense may be otherwise allocated by the OIR based upon the relative delay or fault of one or more of the statistical agents. For purposes of this paragraph, the term “aggregate compilation” shall mean the compilation of the reports listed on Exhibit I, a copy of which is attached hereto, as the same may hereafter be amended by the parties. The data will be exchanged with other compilation agents in a mutually agreed upon format.

o. Contractor agrees that each Insurer writing workers’ compensation insurance in this state may freely choose the designated statistical agent to which it reports. Contractor agrees that it will not require Insurers utilizing its rating organization services to choose Contractor as the designated statistical agent to which it reports, or vice versa. Contractor also agrees that it will not impose any penalties on or provide any incentives to Insurers, directly or indirectly, with

respect to their choice of designated statistical agent for Workers' Compensation Insurance or rating organization.

ARTICLE 4. TIME OF PERFORMANCE

Contractor shall commence performance of services under Article 3 of this Contract, on July 1, 2017. This Contract shall terminate on June 30, 2020, unless renewed at the option of the OIR. Any renewal of this Contract shall be contingent upon satisfactory performance evaluations by the OIR. The OIR's option to renew this Contract and all other items relating to the term of this Contract are otherwise governed by the RFP.

ARTICLE 5. CONSIDERATION

As consideration for Contractor performing the services set out in this Contract, the OIR will designate Contractor as a statistical agent for workers' compensation and employers' liability insurance in Florida, as permitted under Section 627.331, Florida Statutes. The services set out in this Contract will be performed by Contractor without payment from the OIR.

ARTICLE 6. PUBLIC RECORDS AND INFORMATION SECURITY

The Contractor shall comply fully with all of the Office and the Insurers' security procedures in performance of the Contract. The Contractor 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 Contractor 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 Contractor.

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

To ensure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and sub-Contractors. The warranties of this section shall survive this Contract.

I. **Public Records.** The Contractor 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 Contractor shall immediately notify the Office upon receipt of a public records request for records pertaining to this Contract. The Office may unilaterally cancel this Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material

made or received by the Contractor in conjunction with this Contract, 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 Contractor in the same manner as would be required by the Office.

The Contractor shall not be required to disclose any proprietary, trade secret, or information protected by law pursuant to section 119.07, Florida Statutes. If the Contractor receives a public records request or a subpoena for confidential or trade secret information, the Contractor 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 Contractor to produce records in its possession directly to a court or other party, the Contractor shall comply with the order and shall furnish a copy of any records produced to the Office.

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

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,

OIR RFP 1617-11
Designated Statistical Agent for
Workers' Compensation

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.**

ARTICLE 7. TERMINATION OF CONTRACT

In the event this Contract is terminated, expires by its terms, or is non-renewed, all finished or unfinished documents, OIR Data, studies, correspondence, reports, and other materials made the property of or provided to the OIR pursuant to the Designation under this Contract, and other products prepared by or for Contractor under this Contract shall be timely provided to the OIR.

Notwithstanding the above, Contractor shall not be relieved of liability to the OIR for damages sustained by the OIR by virtue of any termination or breach of this Contract by Contractor.

Termination Not For Cause.

Either the OIR or Contractor, at either party's sole discretion, may terminate this Contract at any time by giving 180 days written notice to the other party. All services performed by Contractor prior to the termination date must be professionally performed to conclusion in accordance with the requirements of this Contract.

Termination For Cause.

If, in the judgment of the OIR, Contractor for any reason fails to fulfill in a timely manner all material obligations under this Contract, or if Contractor should violate any of the covenants, agreements, or stipulations of this Contract in a material manner, the OIR shall have the right to terminate this Contract as determined herein. Any material default or breach must be

brought to the attention of the defaulting party, in writing, in a notice specifying the nature of the alleged material default or breach. The defaulting party then has 45 Calendar Days to cure said material default or breach. In the event the material default or breach is not cured within the 45 Calendar Day period, then the other party may, at its option, upon giving notice to the defaulting party, terminate the Contract effective as of the date of receipt of said notice. Additionally, this unsatisfactory Contractor performance caused by a default will result in the assessment of a \$1000 financial consequence for each deliverable not met.

To the extent not inconsistent with the terms of this Article, the provisions of the RFP governing Termination Clauses shall apply to any termination of this Contract.

ARTICLE 8. CONTRACT AS INCLUDING ENTIRE CONTRACT

This instrument, and all instruments incorporated herein, embody the entire Contract of the parties. There are no additional provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject not incorporated herein.

ARTICLE 9. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the OIR and Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract, none of which shall be considered agents of the state.

ARTICLE 10. LIABILITY

Neither party shall assume any liability for the acts, omissions to act or negligence of the other party, its agents, servants, subcontractors, and employees, nor shall either party disclaim its

own negligence to the other party. OIR does not indemnify the Contractor for any liability and does not waive sovereign immunity.

ARTICLE 11. ADMINISTRATION OF CONTRACT

1. The OIR Contract Manager is [Insert OIR Designee].
2. The Contractor Contract Manager is [Insert Contractor Representative].
3. All approvals referenced in this Contract must be obtained in writing from the parties' contract managers or designees.
4. This Contract shall be governed by and construed under the laws of the state of Florida.

ARTICLE 12. DISPUTES AND ATTORNEY'S FEES AND COSTS

Any dispute concerning performance of the Contract shall be decided by the Office'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. In the event of litigation arising as to any dispute over the terms or performance of this Contract, Contractor and the OIR agree that each will assume its own attorney's fees and costs.

ARTICLE 13. OIR INVESTIGATIONS

This Contract shall not constitute a waiver by the OIR of its right or obligation to conduct investigations of Contractor under the provisions of the Florida Insurance Code.

ARTICLE 14. WAIVER

The failure of the OIR at any time to require the strict performance by Contractor of any of the terms, provisions, or conditions of this Contract shall in no way affect the right thereafter to enforce the same, nor shall the waiver by the OIR of any breach of any of the terms, provisions, and conditions hereof be construed or deemed a waiver of any succeeding breach of any term, provision or condition thereof.

ARTICLE 15. COOPERATION WITH 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 Contract, the Contractor acknowledges understanding and agreement to comply with the provisions of 20.055(5), F.S.

IN WITNESS THEREOF, the OFFICE OF INSURANCE REGULATION and Contractor have executed this Contract.

Contractor Representative:
Title:

FID Number

Office of Insurance Regulation
Chief of Staff or Designee

Witness

Date

Witness

Date

ATTACHMENT E (Continued)
DESIGNATED STATISTICAL AGENT CONTRACT
EXHIBIT I - AGGREGATE COMPILATION

The following reports are defined in the document entitled Aggregate Compilation for Florida Statistical Agents, which is updated each year and contains the specifications to be used in compiling and transmitting the reports.

- I. Unit Reports – The following reports are required for unit report data:
Schedule Z - Unlimited Losses
Schedule Z - Limited Losses
Industry Group Data
Hazard Group Data
- II. Financial Calls – The following reports are required for financial data:
Policy Year - Report 1, 2 & 3
Calendar-Accident Year - Report 1, 2, & 3
Large Deductible Policy Year - Report 1
Large Deductible Calendar-Accident Year - Report 1
Assigned Risk Policy Year - Report 1, 2 & 3
Assigned Risk Calendar-Accident Year Report - 1, 2 & 3
Net Direct Written Premium
Calendar Year Reconciliation Report
Loss Adjustment Expense on Countrywide Direct
Insurance Expense Exhibit Report
Report by Insurer of Calendar Year Written Premium and Policies In-Force
Policy Year Development Factors – Indemnity*
Policy Year Development Factors – Medical*
Policy Year Large Deductible Development Factors – Indemnity*
Policy Year Large Deductible Development Factors – Medical*
Policy Year Premium Development Factors*
Policy Year Large Deductible Premium Development Factors*
Accident Year Development Factors – Indemnity*
Accident Year Development Factors – Medical*
Accident Year Large Deductible Development Factors – Indemnity*
Accident Year Large Deductible Development Factors – Medical*

* The most recent 2 diagonals (three valuations) are included in these reports.

- III. Detailed Claim Information – The following reports are required for Detail Claim Information data or Statistical Plan data:
- | | |
|---------|---|
| Table 1 | Average Total Costs |
| Table 2 | Average Duration |
| Table 3 | Average Claim Cost and Attorney Involvement |
| Table 4 | Demographic Characteristics |
| Table 5 | Part of Body |
| Table 6 | Nature of Injury |
| Table 7 | Cause of Injury |

Attachment F

Business Reference Form

The Respondent shall require its references to complete the form providing all the requested information. References should be directly relevant to the services in the solicitation. Incomplete forms (i.e., blanks left on the form and not notarized) will not be submitted to evaluators.

This form must be completed by the person giving the reference for the Respondent. The Respondent is submitting a reply to a solicitation. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization. This business reference is for (Respondent's Name): _____

Upon completion of this form, please return original to Respondent.

REFERENCE INFORMATION	
Organization Name:	Phone #: () -
Reference Name:	Title:

BUSINESS RELATIONSHIP WITH RESPONDENT	
Relationship with Respondent: (e.g., subcontractor, customer).	Years of Relationship: _____ Dates:
If a customer, please describe the primary service the Respondent provides your organization:	Respondent acted as: <input type="checkbox"/> primary provider or <input type="checkbox"/> subcontractor or <input type="checkbox"/> N/A
Do you have a business or professional interest in the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please describe:	

PERFORMANCE OF RESPONDENT
Have you experienced any performance problems with the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No
If yes, please describe:

As the person authorized to sign the statement, I certify that the above information is correct. I also certify that I am not:

- a current employee of the Department;
- a former employee of the Department, within the past three (3) years;
- a person currently or formerly employed by the Respondent's organization;
- a board member of the Respondent's organization; or
- a relative of any of the above.

I further certify that:

- the business organization that I work for is not based solely in a foreign country; and
- a member of the Respondent's organization, has not has written and/or otherwise completed this form on my behalf.

Reference's Original Signature

Date

Reference Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____.

(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

ATTACHMENT G - CONFLICT OF INTEREST CERTIFICATION

Company or Entity Name _____

For the purpose of participating in the Request for Proposals process and complying with the provisions of Chapter 112, Florida Statutes, and section 287.075 Florida Statutes (F.S.) the undersigned corporate officer states as follows:

Proposer (check the applicable block) certifies one or more of the following:

_____A. The persons listed below are current State employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

_____B. To the best of its knowledge, the Proposer or its employees, agents, or subcontractors, have not knowingly participated, through decision, approval, disapproval, or preparation of any part of a purchase request, investigation, or audit, in the procurement of commodities or contractual services by a state agency from an entity in which the contractor, or its employees, agents, or subcontractors, has a material interest, in accordance with section 287.075, F.S. According to section 112.312 (15), F.S., material interest means “more than 5 percent of the total assets”. Agent means any other entity or person acting on behalf of a Proposer.

The above information is true and correct to the best of my knowledge. Signed on this day of _____, 20__.

Signature

Print Name and Title