



Issue Date: May 31, 2016

Non-Mandatory Pre-Proposal Conference:
June 16, 2016 @ 3:00 p.m.
Room 16, Basement of City Hall
200 East University Avenue
Gainesville, Florida 32601

Proposal Due Date: July 7, 2016 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. RMDX-160031-DD

THIRD PARTY CLAIMS ADJUSTING SERVICES

Purchasing Representative:
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City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
THIRD PARTY CLAIMS ADJUSTING SERVICES**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RMDX-160031-DD

May 31, 2016

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of Third-Party Claims Adjusting Services for "Workers Compensation and Employers Liability" for the contract year beginning October 1, 2016.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	May 31, 2016
Non-Mandatory Pre-Proposal Conference	June 16, 2016 @ 3:00 P.M. (local time)
Deadline for receipt of questions	June 22, 2016 @ 12:00 P.M. (Noon, local time)
Deadline for receipt of proposals	July 7, 2016 @ 3:00 P.M. (local time)
Evaluation/Selection process	Week of July 11, 2016
Oral presentations, <u>if</u> conducted	Week of July 25, 2016
Projected award date	No earlier than August 1, 2016
Projected contract start date	October 1, 2016

C. PROPOSAL SUBMISSION

One original and five (5) copies (a total of six sets) of the complete proposal must be received by **July 7, 2016 at 3:00 p.m.** local time at which time all proposals will be publicly opened. In addition, **proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive.** Electronic documents should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
 General Government Purchasing
 200 East University Avenue, Room 339
 Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received **after 3:00 p.m. (local time), July 7, 2016** will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for 3:00 P.M. on Thursday, June 16, 2016 in Room 16, basement of City Hall, 200 East University Avenue, Gainesville, Florida 32601. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

E. CONTACT PERSON

The contact person for this RFP is Doug Drymon, Senior Buyer at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers. A listing of qualified businesses is located on the City's website at: [http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20\(1.28.16\).pdf](http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20(1.28.16).pdf)

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

S. LIVING WAGE

- [] This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)
 [X] This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.6827 per hour (Living Wage with Health Benefits) or \$12.93 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

T. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit A must be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

U. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

W. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

X. ART IN PUBLIC PLACES

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

Y. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for Third Party Claims Adjusting Services (also referred herein as “TPA”) for Workers Compensation and Employers Liability.

The successful proposer will be required to perform all of the services listed in **Exhibit F** (both administrative services and claims services), and may be requested to provide an option for loss statistic services.

All services shall be performed with the skill and care which would be exercised by comparable qualified professionals performing similar services standard in the industry at the time and place such services are performed. If the failure to meet these standards result in deficiencies in the services, Proposer shall furnish, at his/her own cost and expense, the means necessary to correct such deficiencies and shall be responsible for any and all consequential damages arising from these deficiencies.

Proposer shall accept full responsibility and liability for work as defined herein.

B. MINIMUM REQUIREMENTS

1. A minimum of five (5) years’ experience working with self-insured government agencies.
2. Track all Incident-only claims.
3. Perform all work in the State of Florida CPS Module, EDI filings, Medicare filings and all other state and federal reporting requirements.
4. Demonstrate ability to indemnify the City and show proof of insurance as outlined in Section V(B)(5) - “Insurance.”

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, **signed, and notarized as required**. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Letter of Interest

A Letter of Interest for the project should be provided, showing the proposer has knowledge, interest and understanding of the project.

3. Summary

A Summary of the firm's current workload and ability to satisfy the City's requirements should be provided. A brief statement should be included on the firm's background, organization and size.

5. Technical Proposal

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

6. Supporting Documentation

Supporting documents each proposal should include:

- a) Sample Risk Management information System (RMIS) report format(s).
- b) A statement of the firm's equal opportunity policy and practices.
- c) A completed and signed Drug Free Workplace Form (included in this RFP).
- d) A copy of the firm's current Florida Professional Registration Certificate.
- e) A copy of the firm's Business tax receipt and Zoning Compliance Permit if local preference is requested.
- f) Proof of insurance as outlined in Section V(B)(5) - "Insurance."

6. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services, including any alternate proposals requested from or offered by the Proposer. All fees should be included in the price proposal.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

Proposers should complete and sign the Price Proposal Form provided in Section VII below, and submit the form with their proposal.

7. Qualifications

Section III (B) below lists the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

1. A minimum of five (5) years' experience working with self-insured government agencies.
2. A list of similar type projects (at least four) of comparable size for whom you provide or have provided services. The following should be provided for each project listed using the supplied **Reference Form** (see **Attachment A**):
 - a) Name, title, address and phone number of the individual within the organization who can be contacted in regards to this proposal.
 - b) The proposal team member who worked for the organization or the type of work performed.
3. Identification of personnel to be assigned to this project and location where work will be performed. The firm should also indicate as specified in **Exhibit F** ("Claim And Risk Management Services – General"), Section I, Item F:
 - a) The one individual account executive designated to act as primary liaison between the proposer and the each Entity. In addition, an alternate should also be designated to act in the temporary absence of the principal liaison.
 - b) Resumes of the individuals who would be assigned to handle the project should be designated in this section. Those resumes should contain:
 - Years of experience within the area of specialty
 - Length of service with the firm
 - Knowledge of local government
 - c) If any services are to be subcontracted, then those firms must be identified and the qualifications of the subcontractor and resumes of individuals assigned to the projects must also be furnished as part of the proposal

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Third Party Claims Adjusting Services. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance.
 - a) **General.**
Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (i) to (v) inclusive below. The City shall be named as an additional insured on policies listed in paragraphs (ii) to (v).

The consultant shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (i) to (iv) inclusive below. It shall be the responsibility of the consultant to ensure that all his subcontractors meet these requirements.

b) **Coverage.**

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- i. **Workers' Compensation** - Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoreman & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$500,000 disease - policy limit; \$100,000 disease - each employee.
- ii. **Commercial General Liability** - Coverage must be afforded, under a per occurrence form policy; including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of each Entity for limits not less than \$2,000,000/general aggregate; \$2,000,000/products-completed operations (aggregate); \$1,000,000/personal injury - advertising liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000 medical payments.
- iii. **Business Auto Policy** - Coverage must be afforded including coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of each entity, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (bodily injury/property damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability.
- iv. **Professional Liability** - Coverage must be afforded for professional services being performed under the contract. The coverage must include errors and omissions insurance with limits not less than \$1,000,000 combined single limit.
- v. **Employee Dishonesty** - Coverage must be afforded either through an insurance product or bond that covers employee dishonesty that results in a loss to the Entity in an amount of not less than \$500,000.

- c) The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence October 1, 2016 and will continue for 24 months, subject to funding in subsequent fiscal years. Absent written notification by either party at least 30 days prior to October 1 of each fiscal year, the term of the contract shall automatically be extended an additional 12 months.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.

10. Joint Bidding/Cooperative Purchasing Agreement: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act
Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
 - c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

It is the intent of the City of Gainesville to obtain proposals for Third Party Claims Adjusting Services (also referred to as “TPA”) for Workers Compensation and Employers Liability.

The successful proposer will be required to perform all of the services listed in **Exhibit F** (both administrative services and claims services), and may be requested to provide an option for loss statistic services.

All services shall be performed with the skill and care which would be exercised by comparable qualified professionals performing similar services standard in the industry at the time and place such services are performed. If the failure to meet these standards result in deficiencies in the services, Proposer shall furnish, at his/her own cost and expense, the means necessary to correct such deficiencies and shall be responsible for any and all consequential damages arising from these deficiencies.

Proposer shall accept full responsibility and liability for work as defined herein.

B. BACKGROUND

City of Gainesville

This solicitation by the City of Gainesville is for Worker’s Compensation and Employers Liability TPA services only.

The City of Gainesville is located in north central Florida, and is self-insured for general liability, automobile and worker’s compensation risks. The City of Gainesville currently utilizes Underwriters Safety and Claims as their third party administrator.

In addition to providing common municipal services, the City of Gainesville also owns and operates a public transportation system and a full service utility system which includes electric, water, wastewater and gas functions. The city is committed to a strong, proactive safety and loss prevention program directed by a Director of Risk Management, Workers Compensation and Loss Control Manager, Two (2) Safety Specialists and Three (3) Field Safety/Training Officers. The Director of Risk Management (who reports directly to the Administrative Services Director) directs citywide risk management activities.

The City’s current general insurance budget (excluding health and life benefits) is approximately \$7.0 million. The City has over 30 locations valued at over \$1,000,000,000, and approximately 2,200 employees with a payroll of over \$110,000,000 and a fleet of over 1,600 vehicles. The Risk Management Departments currently contracts with Marsh USA, Inc.

Attachement B gives the City of Gainesville’s Loss History for the last five fiscal years, and provides a breakdown of Claims history through September 30th of each fiscal year for Worker’s Compensation, General Liability, Auto Liability (Bodily Injury) and Auto Liability (Property Only).

SECTION VII – PRICE PROPOSAL

CLAIM AND RISK MANAGEMENT SERVICES

PROPOSAL FORM

CITY OF GAINESVILLE

Proposer

Name: _____

Service Address: _____

Claims Manager: _____

Telephone: (____) _____

If your company has a policy of converting any claims to time and expense please complete the following:

1) Period of time after which a claim becomes time and expense:

2) Any classification of claims that are considered time and expense from their onset:

3) Cost components of time and expense claims:
\$ _____
\$ _____

In the event that claims/files convert to time and expense after a specified period of time then the company will be required to provide the client a report three (3) months prior to the end of such period of any claims.

A) Workers' Compensation

1) Claims Service:
Estimated Annual Cost Per Entity: _____/

Medical Only

Rate _____ per _____ (exposure unit)

Indemnity

Rate _____ per _____ (exposure unit)

- 2) Loss Reporting - Risk Management Information System (RMIS) Cost:

Estimated Annual Cost per Entity: _____/

Rate _____ per _____ (exposure unit)

- 3) Option to take over Open Claims at inception

Medical Only

Rate _____ per _____ (exposure unit)

Indemnity

Rate _____ per _____ (exposure unit)

B) General Liability:

- 1) Claims Service:

Estimated Annual Cost per Entity: _____/

Rate _____ per _____ (exposure unit)

- 2) Loss Reporting - Risk Management Information System (RMIS) Cost:

Estimated Annual Cost _____

Rate _____ per _____ (exposure unit)

- 3) Option to take over Open Claims at inception

Rate _____ per _____ (exposure unit)

C) Automobile Liability

- 1) Claims Service:

Estimated Annual Cost per Entity: _____/

Rate _____ per _____ (exposure unit)

- 2) Loss Reporting - Risk Management Information System (RMIS) Cost:

Estimated Annual Cost per Entity: _____/

Rate _____ per _____ (exposure unit)

- 3) Option to take over Open Claims at inception

Rate _____ per _____ (exposure unit)

D) **Additional Pricing**

Please indicate pricing for the two optional successive one-year renewals.

E) Hourly rate for any consulting services by job title

F) Pricing for any "Other Services"

Deviations from Model Program

Please indicate whether your proposal will or will not comply with the Request for Proposals with respect to the term, endorsement, or condition listed below. The absence of any notation will be presumed to indicate full compliance:

	<u>Will</u>	<u>Will Not</u>
Obligations Not Terminated by Contract	_____	_____
Access to Claim Files	_____	_____
Ownership of Claim Files	_____	_____
Liaison with Agency	_____	_____
Workers' Compensation/Employer's Liability	_____	_____
General Liability/Automobile Liability	_____	_____
Compliance with Division Rules	_____	_____
Administration Services	_____	_____
Claims Services	_____	_____
Loss Prevention Services	_____	_____
Loss Statistics Services	_____	_____
Individual Claim Details	_____	_____
Report Format	_____	_____
Frequency of Reports	_____	_____
Subrogation Report	_____	_____
Report of Inactive Claims	_____	_____
Severity Report	_____	_____
Loss Fund Reconciliation	_____	_____

Local Preference is requested: _____ yes _____ no

If Local preference is requested this exhibit must be submitted with the proposal.

A copy of your Occupational License and Zoning Compliance Permit must be submitted with the proposal if a local preference is requested.

Signature of Authorized Representative

Name and Title, Typewritten

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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 the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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.

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

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. **Scope.**
This policy prescribes policies and procedures relating to:
 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.
 It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 **Definitions.**
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**
Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
 - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
 - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
 - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
 - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
 - (5) Debarment by any other governmental agency.
- (b) Conditions.
 - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
 - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
 - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
 - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
 - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered

prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement;

EXHIBIT A

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Third Party Claims Adjusting Services a living wage of \$11.6827 per hour to covered employees who receive Health Benefits from the undersigned employer and \$12.93 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____ Address: _____ Phone Number: _____ Name of Local Contact Person _____ Address: _____ Phone Number: _____ \$ _____ (Amount of Contract)

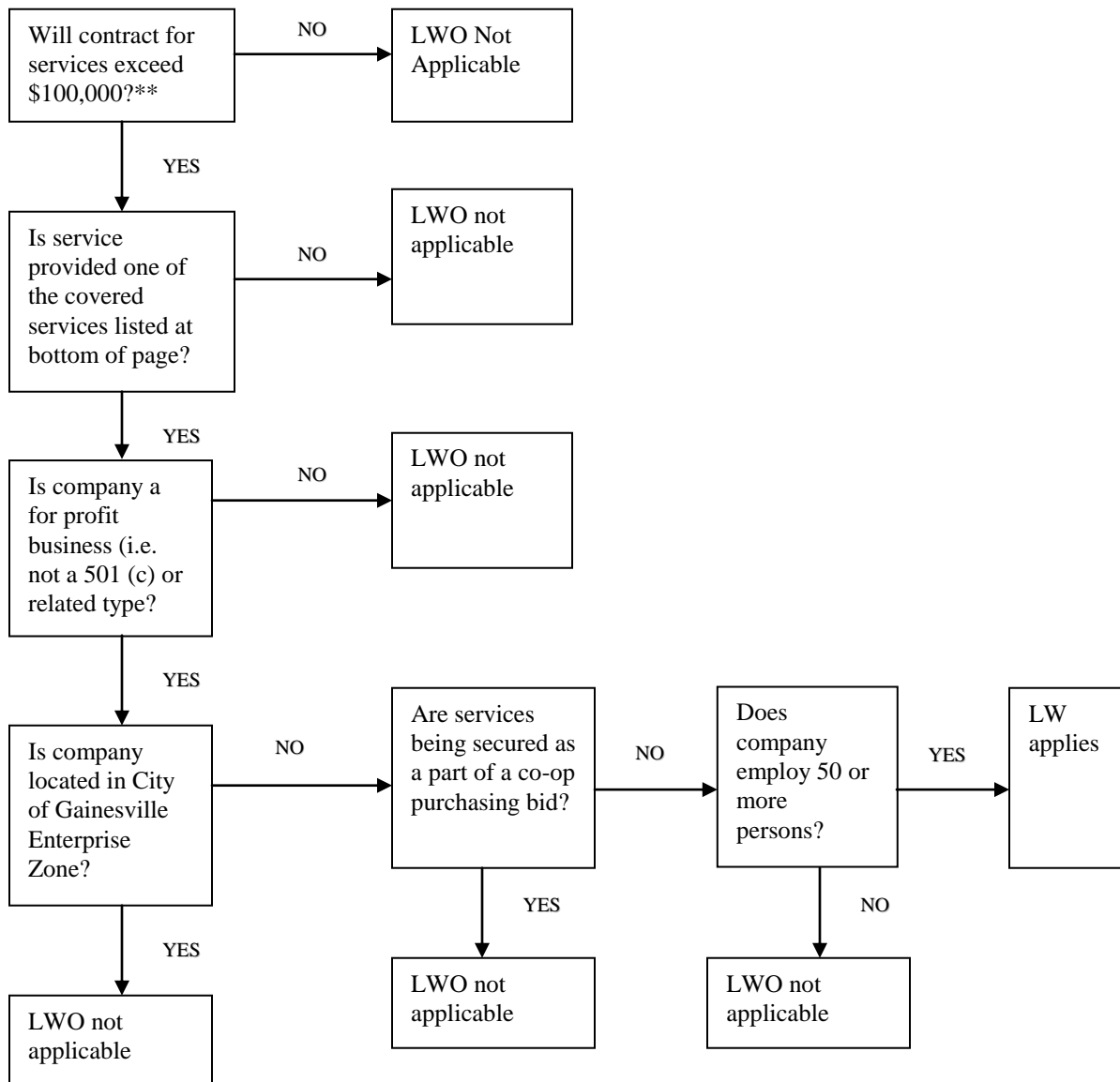
Signature: _____ Date: _____

Printed Name: _____

Title: _____

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract.**

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply
(check all that apply)
- Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(Submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Third Party Claims Adjusting Services

RFP/RFQ#: RMDX-160031-DD

RFP/RFQ DUE DATE: July 7, 2016 @ 3:00 P.M.

Proposer’s Legal Name: _____

Proposer’s Alias/DBA: _____

Proposer’s
Address _____

PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.’s _____, _____, _____,
to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

SERVICE-DISABLED VETERANS' BUSINESS (check one)

Is your business certified as a service-disabled veterans' business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

(CORPORATE SEAL)

ATTEST:

PROPOSER:

Signature

By: _____

Title: _____

Signature

By: _____

Title: _____

SCOPE AND REQUESTED SERVICES

CLAIM AND RISK MANAGEMENT SERVICES

I. CLAIM AND RISK MANAGEMENT SERVICES - GENERAL:

The terms and conditions with respect to Administrative Services, Claim Services, and optional Loss Statistics Services and/or Loss Prevention Services, which follow, are those desired by the Entity. Preference will be given to proposals, which are substantially in full compliance; however, all proposals will be considered, unless otherwise rejected by the Entity. The proposer must be duly authorized by appropriate regulatory agencies to perform such services.

- A. **Obligations Not Terminated By Contract Period:** The successful consultant's performance shall be required to continue until all claims for incidents which occur during the contract period have been handled to final conclusion (closed), all legally required reports for the contract period rendered, and all required reports to the Rating Bureaus or other appropriate agencies made. The successful consultant's proposed annual fee shall include the full consideration for such continuing obligations and no additional consideration shall be due for such obligations, which continue beyond the contract period.
- B. **Access to Claims Files:** The proposer agrees that the Entity shall have reasonable access to their respective claim files created as a result of claims services to be provided by the successful consultant. For purposes of this provision, reasonable access shall include making available upon five (5) days written notice, all claim files for review by the Entity, or their designated claims auditor, at the claim office providing the services on the files. Further, upon written notice by the Entity, the successful consultant shall make available to the named requesting entity within ten (10) days after written request, a complete copy of selected files identified by the requesting entity or their representative.
- C. **Ownership of Claim Files:** The Entity shall have the right, title, interest and ownership of their respective claim files created as a result of claims services to be provided by the successful consultant. Further, at the sole option of the Entity, and upon ten (10) days written notice, the successful consultant shall return such files to the named insured.
- D. **Liaison with Agencies:** It is the desire of the Entity that one individual account executive be designated to act as primary liaison between the risk management servicing organization and the Entity. Such individual will be available to meet with the city representative on site on a quarterly basis or more frequently if the circumstances dictate. In addition, an alternate should be designated to act in the temporary absence of the principal liaison.
- E. **Indemnification:** The successful consultant will be required to indemnify the client and show proof of insurance as outlined in Section V(B)(5) - "Insurance."
- F. **Personnel Requirements:** The successful proposer shall be required to meet all of the following staffing requirements:
- 1) A liability adjuster shall be located locally. This adjuster will be required to respond to accidents or incidents 24 hours per day, 7 days per week (available after normal office hours via paging or cellular system).
 - 2) Adjusters will be appropriately licensed.

- 3) The company shall employ at least two (2) adjusters dedicated to the City Of Gainesvilles workers' compensation claims 75% or more of their working time. The worker's compensation adjuster's do not have to be located locally.
- 4) The company shall employ at least two (2) adjusters dedicated to auto and general liability claims 75% of working time. The back up liability adjuster(s) does not have to be located locally, however, the successful bidder should be able to meet the requirements above when the primary adjuster will be unavailable
- 5) A Claims Customer Service Representative must be available to assist in resolving problem claims and shall possess the authority to implement solutions to address concerns of the Entity.

II. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

- A. **Scope of Services Required:** The successful proposer will be required to perform all services included below (both administrative services and claim services), and may provide an option for loss statistic services.
- B. **Compliance with Rules of Division of Workers' Compensation:** The successful proposer must be approved by the Division of Workers' Compensation to provide Risk Management Services in the State of Florida. Services rendered must fully comply with any and all applicable rules established by the Department of Labor and Employment Security including but not limited to those rules with respect to:

Industrial Safety & Health Programs - Chapter 38F - 44

Workers' Compensation Insurers' Practices:

The responsibility of the successful proposer to comply with the Division rules shall be no less than those responsibilities, which would be imposed on an insurer where the program fully insured. Any fines or penalties incurred by the successful proposer while performing for the Entity shall be the responsibility of the successful proposer unless the circumstances leading to the fines and penalties were sole responsibility of the Entity.

- C. **Administrative Services:** The successful proposer shall:
 1. Prepare, maintain and file all records and reports as may be required by legal authorities (state, local, and federal).
 2. Prepare, maintain and file statistical or other records and reports as required by excess insurers.
 3. Prepare, maintain and file statistical information required by the Workers' Compensation Rating Bureau or appropriate state agency, including that date necessary for the promulgation of experience modifications.
 4. Prepare, maintain and file payroll and premium audits.
 5. Comply fully with all rules, regulations, guidelines or procedures established by the State of Florida and any applicable amendments thereto.
 6. Place excess insurers on notice of claims pursuant to requirements outlined in such insuring agreements drafted pursuant to this RFP.
 7. Coordinate claims as requested with the City designated legal counsel.
 8. Coordinate investigative services and other "expert" services as needed.
 9. Be available in person or via telephone to attend mediation conferences.
 10. Handle to conclusion all run off claims.

- D. **Claims Services:** The proposer shall:
1. Establish claim and/or loss files for each reported claim and/or loss. Such files are subject to review and audit by the client at any reasonable time.
 2. Establish reporting procedures, which are compatible with the needs and organizational structure of the Entity.
 3. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.
 4. Receive and examine on behalf of the Entity reports of employee injury claims.
 5. Accept or deny reported claims for employee injuries on behalf of the Entity in accordance with applicable Workers' Compensation Laws. If it appears that the final value of any claim settlement will exceed a discretionary limit of \$5,000 or may be of a nature that is sensitive to the organization, the final decision to accept or deny shall rest with the Entity, or its respective designees.
 6. Conduct such investigation, as the exercise of professional judgment would deem necessary.
 7. Subject to the prior approval of, and at the expense of the Entity, employ outside professionals such as private detectives and expert witnesses to assist in the investigation and adjustment of claims.
 8. Review for reasonable and conformity to appropriate medical and surgical fee schedules all medical bills and other services for which a claim is being made.
 9. Subject to prior approval for claims valued in excess of \$5,000 or claims expected to be of a sensitive nature to the organization and in the exercise of professional judgment, adjust and settle all reported claims. Such settlement is to include preparation and actuation of all necessary compromise and release agreements drafted pursuant to this RFP.
 10. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.
 11. Where appropriate or desirable, attend hearings, depositions and other proceedings.
 12. Subject to the foregoing provisions, pay in accordance with state regulations or, lacking that, in a timely fashion all claims and expenses.
 13. At the request of the Entity, or their respective designees, provide a complete copy of all files involving litigation, subrogation or recovery from special or second injury funds.
 14. Aggressively pursue all possibilities of subrogation with Entity approval (for all lines of coverage), contribution, indemnity and/or recovery from special or second injury funds on behalf of the Entity. Additional fees (if any) for this service should be outlined on the Proposal Forms under Time and Expense.
 15. Periodically as appropriate, but at least every six months, prepare a written report of the value of all open cases and if requested review in person with the designated individual of each Entity.
 16. Provide assistance in providing rehabilitation of injured employees in consultation, retraining or reassignment of employees with limited physical performance arising out of covered injuries.
 17. Consult with and refer to the Entity, or its respective designees all questionable or contested cases and those with an estimated value in excess of \$5,000.
 18. Maintain a current roster of preferred physicians and other medical professionals for treatment of covered injuries on a first aid and specialized basis as well as maintaining procedures for establishing close liaison with the treating physicians and other medical professionals.
- E. **Loss Statistics Services:** The proposer may propose these services. Costs should be shown separately for this component.

1. It is the desire of the Entity that loss information be available through an on-line computer system.

2. **Individual Claim Details:**

The required details are to be included for each claim:

- a) Department or Division (for allocation purposes)
- b) Claimant's Name, Occupation or Workers' Compensation Code
- c) Date of Injury
- d) Nature of Injury
- e) Description of Accident
- f) Indemnity paid to date
- g) Reserve for future indemnity
- h) Medical paid to date
- i) Reserve for future medical
- j) Allocated claims expense paid to date
- k) Reserve for future allocated claims expense
- l) Identification of multiple claimant accident/occurrences - all accidents or occurrences involving more than one claimant (whether workers' compensation, general liability, and/or automobile liability) are to be identified

3. **Report Format:**

The required reports are to be presented in the following formats to include the following:

- a) Major Department/Division - Individual claim details to be grouped by such major department/divisions as designated by the Entity at contract inception.
- b) Claim summaries - For each department/division and for all combined departments/divisions, the required reports are to include claim summaries showing:
 - 1) Total number of claims
 - 2) Total number of closed indemnity claims
 - 3) Total number of open indemnity claims
 - 4) Total number of closed medical only claims
 - 5) Total number of open medical only claims
 - 6) Total number of claims closed without payment
 - 7) Total indemnity paid to date
 - 8) Total reserves for future indemnity
 - 9) Total medical paid to date
 - 10) Total reserves for future medical
 - 11) Total damages paid to date
 - 12) Total reserves for future damages
 - 13) Total allocated loss adjustment expense paid to date
 - 14) Total reserves for future allocated loss adjustment expense

4. **Frequency of Reports:**

- a) Current contract period - Monthly
- b) Previous contract period - Quarterly

NOTE: Workers' Compensation claims are to be shown separately from any other claims. Quarterly reports are to continue until all claims for the contract period have been closed.

5. **Subrogation Reports:**

On a semi-annual basis, or as specifically requested by the Entity, a report shall be provided on all claims for which the company has pursued (whether successful or not) subrogation, contribution, indemnity or recovery from special or second injury funds on behalf of the Entity. In addition to the Claim Details of Loss Statistic Services, the following shall be included:

- a) Name of party from whom recovery is sought;
- b) Amount recovered to date;
- c) Estimated amount yet to be recovered

6. **Report of Inactive Claims:**

On a semi-annual basis, or as specifically requested by the Entity, a report shall be provided listing all claims for which there have been no payment activity in the previous six (6) month period. With respect to each such inactive claim, the report shall include the same data required in (2) above (Individual Claim Details of Loss Statistic Services).

7. **Severity Report:**

On a quarterly basis, or as specifically requested by the Entity, a report shall be provided which includes only those claims for which the total cost incurred (paid and reserved) is \$25,000 or more. This severity report shall include the same data required in (2) above (Individual Claim Details of Loss Statistic Services).

F. **Monthly Loss Fund Reconciliation:** For those proposals requiring the establishment and maintenance of a loss fund which is to be periodically reimbursed by the Entity, successful consultant shall be required to provide monthly reports as follows:

- 1. Report due in the clients' office no later than 10 days after close of monthly period
- 2. Report will include the following for all reported claims:

- Balance at inception
- Total disbursement by major department/division
- Date
- Claimant
- Balance at close
- Amount of reimbursement required

F. **Telephone Access:**

The successful consultant will provide all parties unlimited toll-free access to the TPA.

III. GENERAL LIABILITY AND AUTOMOBILE LIABILITY

Scope of Services Required:

The successful consultant will be required to perform all services indicated below as administrative services and claim services; and may provide an option for loss prevention and/or loss statistic services.

- A. **Administrative Services:** The successful consultant shall:
- 1) Prepare, maintain and file all records and reports as may be required by legal authorities (state, local and federal).
 - 2) Prepare, maintain and file statistical or other records and reports as required by any excess insurers.
 - 3) Comply fully with the rules, regulations, guidelines or procedures established by the State of Florida.
- B. **Claim Services:** The successful consultant shall:
- 1) Make available adjuster(s) on a 24 hour basis to respond to an accident scene at the request of the Entity (after normal office hours, adjuster(s) should be available via a paging or cellular system).
 - 2) Establish reporting procedures, which are compatible with the needs and organizational structure of the Entity.
 - 3) Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipient preprinted thereon.
 - 4) Receive and examine on behalf of the Entity all third party claim reports.
 - 5) Accept or deny all third party claims on behalf of the Entity. If it appears that the final value of any claim will exceed a discretionary limit of \$5,000 or is of a potentially sensitive nature, the decision to accept or deny shall rest with the Entity, or its designees.
 - 6) Conduct such investigation as in the exercise of professional judgment would seem necessary.
 - 7) Subject to the prior approval of, and at the expense of the Entity, employ outside professionals such as private detectives, or expert witnesses to assist in the investigation and adjustment of claims.
 - 8) Review for reasonableness all medical bills and other services for which a claim is being made.
 - 9) Subject to prior approval for claims valued in excess of \$5,000 or claims of a potentially sensitive nature and in the exercise of professional judgment, adjust and settle all reported claims. Such settlement is to include preparation and actuation of all necessary compromise and release agreements drafted pursuant to this RFP.
 - 10) Prepare and maintain files necessary for legal defense and/or litigation (such as actions for subrogation) or other proceedings.
 - 11) Attend hearings, depositions and other proceedings where appropriate or desirable.
 - 12) Subject to the foregoing provisions, pay in a timely fashion all claims and expenses.
 - 13) Aggressively pursue all possibilities of subrogation, contribution or indemnity on behalf of the Entity. Additional fees (if any) for this service should be outlined on the Proposal Forms under Time and Expense.
 - 14) Periodically as appropriate, but at least every six (6) months, review the value of all open cases in person with the designated individual of the Entity.
 - 15) At the request of the Entity, or its' respective designees, provide a complete copy of all files involving litigation, subrogation, contribution or indemnity.
 - 16) Consult with and refer to the Entity, or its' respective designees all questionable or contested cases and those with an estimated settlement value in excess of \$5,000.

C. **Run-Off Claims**

The successful consultant shall outline pricing and procedure for taking over run-off claims previously handled by another party.

D. **Loss Statistics Services:** As an optional service, the proposer may propose these services. Costs should be shown separately for this component.

1) **Individual Claim Details:**

The required reports are to be included for each claim:

- a) Department or division (for allocation purposes)
- b) Claimant's name and occupation
- c) Driver (if motor vehicle accident)
- d) Date of accident
- e) Description of accident
- f) Bodily or personal injury paid to date
- g) Reserve for future property damage
- h) Property damage paid to date
- i) Reserve for future property damage
- j) Allocated claims expense paid to date
- k) Reserve for future allocated claims expense
- l) Coding to indicate claims in suit
- m) Identification of multiple claimant accidents/occurrences - all accidents or occurrences involving more than one claimant (whether General Liability, Automobile Liability or both) are to be identified.

2) **Report Format:**

The required reports are to be presented in a format to include the following:

- a) Major Department/Division - Individual claim details are to be grouped by such major department/divisions as designated by each Entity Risk Management Offices.
- b) Claim summaries - For each department/division and for all departments/divisions combined, the required reports are to include claim summaries showing:
 - 1) Total number of claims
 - 2) Total number of claims for bodily or personal injury claims
 - 3) Total number of open bodily or personal injury claims
 - 4) Total number of closed property damage claims
 - 5) Total number of open property damage claims
 - 6) Total bodily or personal injury paid to date
 - 7) Total reserves for future bodily or personal injury
 - 8) Total property damage paid to date
 - 9) Total reserves for future property damage
 - 10) Total allocated loss adjustment expense paid to date
 - 11) Total reserves for future allocated loss adjustment expense

3) **Frequency of Reports:**

- a) Current contract period - Monthly
- b) Previous contract period - Quarterly
- c) Individual claim cost sheets submitted with first claim notice
Quarterly reports are to continue until all claims for the contract period have been closed.

NOTE: General liability claims are to be recorded separately from all other claims. Automobile liability claims are to be recorded separately from all other claims.

4. **Subrogation Reports:**

On a semi-annual basis, or as specifically requested by the Entity, a report shall be provided on all claims for which the company has pursued (whether successful or not) subrogation, contribution, indemnity or recovery from special or second injury funds on behalf of the City. In addition to the data required by (1) above (Individual Claim Details of Loss Statistics Services), the following shall be included:

- a) Name of party from whom recovery is sought;
- b) Amount recovered to date;
- c) Estimated amount yet to be recovered.

5. **Report of Inactive Claims:**

On a semi-annual basis, or as specifically requested by the Entity, a report shall be provided listing all claims for which there has been no payment activity in the previous six month period.

6. **Severity Report:**

On a quarterly basis, or as specifically requested by the Entity, a report shall be provided which includes only those claims for which the total incurred (paid and reserved) is \$25,000 or more. This severity report shall include the same data as required in (1) above (Individual Claim Details of Loss Statistic Services).

E. Monthly Loss Fund Reconciliation: For those proposals requiring the establishment and maintenance of a loss fund, which is to be periodically reimbursed by the Entity, proposers shall be required to provide monthly reports as follows:

1. Report due 10 days after close of monthly period
2. Report will include:
 - Balance at inception
 - Total disbursement by
 - Major Department/Division
 - Date
 - Claimant
 - Balance at close
 - Amount of reimbursement required

F. Annual Reconciliation Report: An annual reconciliation report detailing all activity associated with the contract period will be provided to the Entity.

1. Report due 60 days after the end of each contract period
2. Report will include
 - Total number of claims by line of coverage for the contract period
 - An itemized accounting of any other charges for the contract period
 - Amount of reimbursement or refund required
 - All supporting documentation for the above-referenced items

G. Loss Triangle Report: A loss triangle report will be provided by October 31st of each year. Report will show claims greater than \$20,000.00 for the reporting period.

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
RFP INFORMATION**

RFP #: RMDX-160031-DD

DUE DATE: July 7, 2016

SEALED PROPOSAL ON: Third Party Claims Adjusting Services

IF YOU DO NOT SUBMIT

Please check the appropriate item or explain:

- _____ 1. Not enough response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit proposals to Municipalities.
- _____ 4. Current work load does not permit time to submit.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this service.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

RFP (09/22/03)
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12;03/16

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney

Attachment A

Reference Form

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Number of year's your company has been doing this type of work. _____ Years

List at least four references of similar services performed over the past two years.

1) Job Location: _____ Date(s) work performed: _____
 Project Name: _____
 Project Address: _____
 Contact Name: _____
 Contact Title: _____
 Contact Phone Number: _____ Fax Number: _____
 Proposal Team Member who worked for the organization or the type of work performed: _____

2) Job Location: _____ Date(s) work performed: _____
 Project Name: _____
 Project Address: _____
 Contact Name: _____
 Contact Title: _____
 Contact Phone Number: _____ Fax Number: _____
 Proposal Team Member who worked for the organization or the type of work performed: _____

3) Job Location: _____ Date(s) work performed: _____
 Project Name: _____
 Project Address: _____
 Contact Name: _____
 Contact Title: _____
 Contact Phone Number: _____ Fax Number: _____
 Proposal Team Member who worked for the organization or the type of work performed: _____

Attachement A

4) Job Location: _____ Date(s) work performed: _____
Project Name: _____
Project Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone Number: _____ Fax Number: _____
Proposal Team Member who worked for the organization or the type of work performed: _____

Attachment B

City of Gainesville Loss History

Claims Experience Worker's Compensation – Claims history through September 30, 2015

Fisc	Year	# Me	Medical Only	# Inde	Indemnity	Total	W/C Claims
	2014-2015	341		49		390	
	2013-2014	334		41		375	
	2012-2013	326		57		383	
	2011-2012	173		51		224	
	2010-2011	204		66		270	

2010 -2015 Claims experience includes incident only claims filed for tracking purposes.

Claims Experience for General Liability – Claims history through September 30, 2015

Fiscal	Year	# Clo	Closed Claims	# O	Open Claims	T	Total GL
						Claims	
	2014-2015	34		23		57	
	2013-2014	42		7		49	
	2012-2013	62		17		79	
	2011-2012	56		9		65	
	2010-2011	51		2		53	

Claims Experience for Auto Liability (Bodily Injury)- Through September 30, 2010

Fiscal	Year	#	Closed Claims	Open Claims	T	Total ALBI
					Claims	
	2014-2015	3		10	13	
	2013-2014	7		3	10	
	2012-2013	12		3	15	
	2011-2012	7		3	10	
	2010-2011	14		0	14	

Claims Experience for Auto Liability (Property Only)- Through September 30, 2010

Fiscal	Year	#	Closed Claims	Open Claims	Total ALPD
					Claims
	2014-2015	22		11	33
	2013-2014	45		9	54
	2012-2013	37		1	38
	2011-2012	51		2	53
	2010-2011	52		0	52