



SOLICITATION COVER SHEET

ISSUE DATE: 6/1/2022

PROJECT: FIGA Invitation to Negotiate for TPA Claims Services

SUBMITTAL DEADLINE: 7/8/2022 by 4:00 pm EST

DELIVER PROPOSALS TO: FIGA Invitation to Negotiate for TPA Claims Services

Regular Mail	Express Mail	Email
P.O. Box 15159 Tallahassee, Florida 32317	1400 Village Square Blvd Suite 3-008 Tallahassee, Florida 32312	vglenn@agfgroup.org

Proposal delivery to any other location will not be considered

SECTION FOR VENDOR USE: RETURN COMPLETED COVER PAGE WITH PROPOSAL

PROJECT: _____

DATE OF PROPOSAL: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

TELEPHONE NUMBER: _____ FAX: _____

CONTACT NAME: _____

CONTACT EMAIL: _____

BY: _____ TITLE _____

(Signature)

THIS IS NOT AN ORDER. THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS INVITATION TO NEGOTIATE. PROPOSALS SHALL BE SUBMITTED IN THE INDICATED FORMAT; ORIGINAL SIGNATURES MUST BE SUBMITTED ON THE FORM PROVIDED.

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1. GENERAL INFORMATION

AGFG:

American Guaranty Fund Group (AGFG) is a service company created to provide management and administrative services related to all post-insolvency claims filed with Florida Insurance Guaranty Association (FIGA), general management responsibilities for operations of the Tallahassee office and maintaining staff necessary to carry out day-to-day operations. FIGA is responsible for providing AGFG with policy and direction from the appropriate Board of Directors. AGFG employees manage the proposal process on behalf of FIGA.

FIGA:

The Florida Insurance Guaranty Association (FIGA) is a nonprofit corporation created by the Florida Legislature in 1970. All duties are performed on FIGA's behalf through a management agreement with the American Guaranty Fund Group (AGFG), and this solicitation will be managed by AGFG employees. FIGA is governed by Part II of Chapter 631, Florida Statutes, a Plan of Operation established by its Board of Directors. FIGA provides the payment of covered claims for insurance companies that are declared insolvent and unable to continue making payments to claimants and policyholders. All property and casualty insurance companies licensed in Florida are members of FIGA as a condition of their authority to offer property and casualty insurance in the state of Florida.

2. SCOPE OF SERVICES

A. Statement of Purpose

FIGA is seeking proposals from firms interested in providing Third Party Administrator (TPA) Claims Services. All current and prospective TPAs are required and need to respond to this Invitation to Negotiate to be considered for any contracted work in the future. This process is to evaluate proposing respondent capabilities that will enable FIGA to select firms for providing services described herein. The selection of successful respondents and the execution of agreements will be accomplished in accordance with Part II and Part V of Chapter 631, Florida Statutes, and the entities' Plan of Operations. FIGA reserves the exclusive rights to void any existing contracts and addendums and substitute this Invitation To Negotiate and any new contracts and/or addendums as the guiding principle of work.

B. General Requirements

GENERAL DESCRIPTION OF THE SERVICES TO BE PERFORMED UNDER THE PROPOSAL AND MINIMUM REQUIREMENTS OF PROPOSERS (IF ANY)

C. Term of Contract

Contracts for TPA claims services will have a base term of 2 years, with two options to extend the contract for one-year each (a total of four years).

3. INSTRUCTIONS FOR RESPONDENTS

A. Contact Information

Questions related to the solicitation and submission of proposals should be addressed to:

TPA Claims Services
Attn. Valerie Glenn
P.O. Box 15159
Tallahassee, FL 32317
(850) 523-1823
vglenn@agfgroup.org

B. Calendar of Events

The important actions and dates/times by which the actions must be taken or completed are listed below. All listed times are local time in Tallahassee, Florida. Any change or modification to this calendar, modifications to this solicitation document, or other important notices will be disseminated to all prospective respondents.

ACTION	DATE / TIME
Release of solicitation document	6/1/2022
Submission of written questions	6/17/2022 – 4:00 pm EST
Responses to written questions	6/24/2022
Proposals due / opening	7/1/2022 – 4:00 pm EST
Proposal review completed	7/22/2022
Selections / Awards	7/29/2022
Submission of Deliverables (if applicable)	30 days after contract award & signing

C. Questions, Objections, or Comments

Respondents are required to carefully review this solicitation document without delay for any questions, objections, or comments. Questions, objections, or comments must be made in writing and received no later than the date and time reflected in the calendar of events above so that any necessary amendments may be published and distributed to potential respondents. However, in its sole discretion, FIGA reserves the exclusive right to answer any questions received after the deadline. FIGA shall answer questions in accordance with the Calendar of Events. All questions submitted shall be published and answered in a manner that all respondents will be able to view, such as on FIGA’s website. Respondents shall not contact any other employee of FIGA for information with respect to this solicitation.

D. Disclaimer

FIGA assumes no responsibility for any interpretation or representations made by its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the solicitation document as outlined in 3 C.

E. Quantity & Delivery

A single hard copy or electronic copy of the proposal must be received at the contact address above on or before the deadline. Electronic submissions are preferred and must be delivered as a single document in PDF format. No hardcopy submission is required if remitting electronically. Hard copy submissions must also include an electronic copy in a single document PDF format via thumb drive, CD or email. Proposals will be date-stamped whether received via hard copy or email, and will not be opened until the due / opening date prescribed in the Calendar of Events. Proposals received in whole or in part after 4:00 pm on 7/1/2022 will not be considered.

F. Improper Delivery

Neither the FIGA nor its officers, agents, or employees shall be responsible for any proposal not properly addressed and identified.

G. Lobbying

The selection process shall not be compromised or distorted by private lobbying outside of the procedures designated to award the best proposals for FIGA. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the 72hour period following the selection, excluding Saturdays, Sundays, and holidays, any employee, officer, or

general counsel of FIGA and its Board of Directors concerning any aspect of this solicitation, except in writing to the PROJECT LEAD or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A list of all Board of Directors and FIGA employees is available on request.

After the proposals are opened, FIGA shall determine which proposals are deemed responsive and forward those proposals for evaluation. FIGA staff will review the proposals and recommend vendors. Any person/entity whose proposal is selected for further evaluation shall confine all contacts with FIGA representatives to responses to questions or interviews by FIGA staff.

4. PROPOSAL FORMAT

This section prescribes the format in which the proposals are to be submitted. Additional information deemed appropriate by the respondent may be included but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions describing the required format for proposals, including limitations on the number of pages for select Tabs.

Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). All proposals must contain the sections outlined below. Those sections are called "Tabs." A "Tab as used here, is a section separator, offset, and labeled (Example: "Tab 1, RFP Cover Sheet and Conflict of Interest Disclosure Form"), such that the evaluators can easily turn to "Tabbed" sections during the evaluation process. FIGA is under no obligation to look for responsive information contained in incorrectly tabbed sections. Respondents should specifically reference the tabbed section and corresponding page number(s) in which responsive information and documentation can be found if responsive information is also contained in other sections. The following are the seven tabbed sections that must be in all Proposals.

- Tab 1 – Solicitation Cover Sheet and Conflict of Interest Disclosure Form (Exhibit A)
- Tab 2 – Firm Identification and Corporate Background
- Tab 3 – Company Profile
- Tab 4 – Scope of Services
- Tab 5 – References
- Tab 6 – Cost of Services
- Tab 7 - Litigation, Claim, and Regulatory Actions

5. PROPOSAL CONTENT

The following items are to be provided by all respondents:

A. TAB 1 – Solicitation Cover Sheet and Conflict of Interest Disclosure Form

Complete and sign the Cover Sheet and Conflict of Interest Disclosure form and include it under Tab 1.

FIGA will not enter into an agreement with a respondent who has clients who may present a potential conflict of interest with FIGA unless the General Counsel advises that the conflict may be waived. In

such case, FIGA will require the successful respondent to obtain an express waiver of conflict from said other respondent client.

B. TAB 2 - Firm Identification and Corporate Background (*5 page maximum*)

Please provide the following:

1. Full name, address, and phone number of your organization.
2. Date established.
3. The legal structure of your firm, i.e., whether you operate as an individual partnership or corporation, and provide a list of all affiliated entities.
4. A brief history of your entity.
5. An approximate number of employees with your firm.

C. TAB 3 – Company Profile (*6 page maximum*)

Provide the information requested below that best describes the respondent’s company profile.

A company overview is to include the following points:

1. Provide a detailed overview of your firm’s experience in TPA claims services.
2. Summarize the experience and tenure of your TPA team, and any key individuals who would participate. Note that the TPAs are solely responsible for maintaining all proper licensing.
3. Include information about your firm’s Code of Ethics.
4. Description of the firm’s approach to the resolution of technical disagreements (a) among engagement personnel, and (b) between the firm and the client.
5. Provide redacted sample report as an example work product. (10 pages max.)

D. TAB 4 – Scope of Services (*10 page maximum*)

The proposal should include information demonstrating Respondent’s capabilities to scale up, to provide TPA Adjusting services for Homeowners, Commercial Property, Commercial Residential such as condominiums and/or Condo Master Policies, Auto, PIP, Liability, General Liability or other lines of business presented by insolvent insurers. The Respondent should specify the number of dedicated adjusters they are able and willing to provide, the lines of business for which they are responding to and how they will provide the Service Level Agreements and Oversight, including but not limited to;

1. Updating FIGA claims system (currently LightSpeed & ImageRight) with routine status reports, diary notes and attaching file documentation as needed;
2. Follow up phone calls, correspondence and requests as needed and document the file in Notes.
3. Make initial contact with the policyholder or their representative within 24 hours of receipt.
4. If needed, refer a field assignment to the FIGA round robin assignment method.
5. Promptly investigate the claim, providing recommendations for resolving via payment or denial.
6. Keep your supervisor and FIGA aware of any complex, appraisal or legal issues.

Also:

1. Provide for at least one on-site visit, if requested.
2. Provide assessment and presentation of TPA abilities, if requested.
3. Provide a detailed report with an Executive Summary component, if requested.

E. TAB 5 – References

Provide a list of at least three (3) business/corporate references with the proposal. References from property and casualty insurance clients where similar TPA claims services were provided within the last 5 to 7 years are preferred.

The references should include or contain:

- a contact person, including their phone number and email address;
- number of years of service with the client;
- the inception date of the relationship, and the firm/agency name of the entity for which the services were provided; and
- A paragraph describing where services similar in magnitude and scope to those requested in this solicitation were provided.

F. TAB 6 - Cost of Services

Proposals shall include pricing as defined below:

- Please propose a fee per non-litigated closed claims. A suggested amount would be \$400.00 per closed claim. Please also propose a fee per closed litigated claim. A suggested amount would be \$500.00 per closed litigated claim. Proposals for reduced fees will be accepted. Proposals for Daily or Day Rates or Time and Expense (T & E) fees will not be accepted, although FIGA reserves the right to amend at a later date, if needed.
- FIGA, at its sole discretion, may request the respondent to provide oversight and perform corrective action of vulnerabilities detected, included in the above fee.
- There is no guarantee of any work to be provided by FIGA, and FIGA at its sole discretion reserves the exclusive right to reassign claims anytime within the claims handling process for any or no reasons.

G. TAB 7 – Litigation, Claim, Regulatory Actions, Insurance, Indemnification and Dispute Resolution.

FIGA will not score this section. However, the information will be used by FIGA in assessing the respondent's responsibility and may be grounds for disqualification or rejection.

Provide detailed information relating to the circumstances and status of:

- Any action, suit, proceeding, or investigation before or by any state or federal court, agency, or other authority currently pending against the respondent that threatens the existence or current stability of the respondent or its ability to provide any of the services.
- During the last five years, any matter in which the Respondent, any control person, or any key personnel: (a) has been convicted, plead guilty, or plead no contest to any felony, or misdemeanor involving dishonesty, breach of trust, or financial impropriety; (b) has been fined, penalized, sanctioned, or subject to any other disciplinary action by any state or federal court, agency or other authority, self-regulatory organization, or professional organization, as a result of such person or entity's activities in the business of insurance,

- securities, banking, investment banking, real estate, or other licensed professions.
- During the last five years, any litigation that respondent, any control person, or key personnel has initiated against AGFG or FIGA.

During the term of this Contract (if awarded), Vendor TPA Firms will maintain at its sole expense, the following insurance, purchased from an insurer licensed to transact business in the State of Florida;

Professional Liability (errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. TPA Vendor shall provide evidence to FIGA that all Vendor staff and independent contractors of Vendor are “covered persons” under Vendor’s insurance policy for the purposes of negligent or wrongful acts conducted in the scope of his/her adjusting services on behalf of FIGA. All policies of insurance will be primary and will include FIGA as an additional insured.

Indemnification. TPA Vendor shall be fully liable for the actions of Vendor Staff including any independent contractors, temporary employees or 1099s and shall fully indemnify, defend and hold harmless FIGA and its officers, members of the Board, agents, employees from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, including attorney’s fees, costs and expenses which may be suffered by, accrued against, charged to or recoverable from any indemnitee, by reason of any claim arising out of or relating to any act, error omission or misconduct of Vendor, its officers, directors, agents, employees or contractors, without limitation.

Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. For the sake of clarity, FIGA is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Each Party herein irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.

Force Majeure. A party (an Affected Party) shall not be responsible for delay resulting from its failure to perform, if neither the fault nor the negligence of the Affected Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, fires, floods or other similar cause wholly beyond the parties control.

6. **SELECTION PROCESS**

FIGA will conduct a comprehensive, fair, and impartial review and evaluation of all proposals meeting the requirements of this proposal using the selection criteria below. The evaluation committee will review the proposals and recommend vendors. Contract negotiations will begin with the most qualified and suitable firms of demonstrated competence for professional services to determine whether an agreement can be reached. FIGA may negotiate with the next most qualified and suitable firms if agreements cannot be reached. FIGA anticipates multiple contracts being awarded. The final contracts will be submitted to the Executive Director for signature.

For the purpose of evaluation, scoring, and ranking, proposals have been divided into seven categories.

The following reflects the maximum number of points that may be awarded by category:

Tab 1	Cover Sheet and Conflict of Interests	Pass / Fail
Tab 2	Firm ID and Corporate Background	10 to 25 points
Tab 3	Company Profile	10 to 30 points
Tab 4	Scope of Services	5 to 20 points
Tab 5	References	0 to 5 points
Tab 6	Cost of Services	5 to 20 points
Tab 7	Litigation, Claim, and Regulatory Actions	Pass / Fail
	Total Points	100 points max.

7. RIGHT TO REJECT AND NOT AWARD

FIGA may accept or reject any and all proposals or waive irregularities, and reserves the right not to award contracts when it is in the best interest of the FIGA to do so.

EXHIBIT "A"

CONFLICT OF INTEREST FORM

American Guaranty Fund Group Florida Insurance Guaranty Association Florida Workers' Compensation Insurance Guaranty Association

Vendor Conflict of Interest Disclosure Form

All Vendors should be aware that the entities listed above have a Conflict of Interest and Ethics Policy which prohibits employees and Board members from having certain relationships with persons or entities conducting (or proposing to conduct) business with any of the entities and which prohibits the acceptance of gifts from Vendors. If a vendor has a disclosable relationship the Vendor should disclose any Conflict of Interest or potential Conflict of Interest that may exist. A disclosable relationship would include:

- Knowingly employing an employee, board member or family member of any entity listed above
- Knowingly allowing an employee, board member or family member to own or have a material personal financial interest (directly or indirectly) in the Vendor of any entity listed above
- Knowingly engaging in a material personal business transaction with an employee, board member or family member of any entity listed above.

I hereby certify that the Vendor referenced below does not have a potential conflict of interest with an employee, board member or family member of any of the entities listed above:

_____ Name

Or

I hereby certify that the Vendor referenced below DOES have a potential conflict of interest with an employee, board member or family member of any of the entities listed above:

_____ Name

If there is a potential conflict of interest, please provide the following information:

List the name(s) of the employee or board member with whom there may be a conflict of interest:

Briefly describe the nature of the potential conflict of interest: _____

VENDOR Name: _____

FEIN: _____

Phone Number: _____

Address: _____