



State of Oklahoma
Department of Central Services
Procurement Division

Solicitation

1. Solicitation #: 5800000564

2. Solicitation Issue Date: February 26, 2010

3. Brief Description of Requirement:

THIRD PARTY CLAIMS ADMINISTRATOR

4. Response Due Date¹: March 10, 2010

Time: 4.00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Dept. of Central Services - Procurement Division

- Location: 2401 N. Lincoln Ave. Ste. 212, Oklahoma City, OK 73105
- Mailing Address: PO Box 53218, Oklahoma City, OK 73152-3218

6. Solicitation Type (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Requesting Agency: Dept. of Central Services - Risk Management

8. Contracting Officer:

Name: Keith Hicks

Phone: 405-522-3790

Email: Keith_Hicks@dcs.state.ok.us

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² Use "Location" for courier or personal deliveries, and "Mailing Address" for USPS



**State of Oklahoma
Department of Central Services
Procurement Division**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 5800000564

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma
Department of Central Services
Procurement Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 5800000564

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

GENERAL PROVISIONS

1. DEFINITIONS

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- 1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- 1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- 1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

- 2.1. Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- 2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- 2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- 2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

3. SOLICITATION AMENDMENTS

- 3.1. If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- 3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

4. BID CHANGE

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

- 5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - 5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- 5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. BID OPENING

Sealed bids shall be opened by the enter: Procuring Agency Name located at enter: Bid Opening Location at the time and date specified in the solicitation as the Response Due Date and Time.

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

8. LATE BIDS

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

9. LEGAL CONTRACT

- 9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- 9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

- 10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- 10.2. Bidders guarantee unit prices to be correct.
- 10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

12. CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

13. REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

14. AWARD OF CONTRACT

- 14.1. The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- 14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- 14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

15. CONTRACT MODIFICATION

- 15.1. The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- 15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

16. DELIVERY, INSPECTION AND ACCEPTANCE

- 16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- 16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

17. INVOICING AND PAYMENT

- 17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

18. TAX EXEMPTION

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The procuring agency shall furnish tax exemption certificates upon written request.

19. AUDIT AND RECORDS CLAUSE

- 19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- 19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

20. NON-APPROPRIATION CLAUSE

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations

are available shall be accepted by the supplier and shall be final and binding.

21. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

22. CHOICE OF VENUE

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

23. TERMINATION FOR CAUSE

- 23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- 23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.
- 23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

- 24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
- 24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

25. INSURANCE

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

26. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

27. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

28. SPECIAL PROVISIONS

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Department of Central Services
DEPARTMENT OF CENTRAL SERVICES
2401 N LINCOLN, WILL ROGERS BLDG
OKLAHOMA CITY OK 73105

| | | | |
|--------------------------|----------------------------|---------------------|-------------|
| Request Quote ID. | Date | Buyer | Page |
| 5800000564 | 11/17/2009 | Keith Hicks | 1 |
| Payment Terms | DateTime Quote Open | Closing | |
| 0 Days | 02/26/2010 01:39 PM | 03/10/2010 04:00 PM | |

Requisition Number Reference: From Req ID - 5800001489

Ship To: DEPARTMENT OF CENTRAL SERVICES
RISK MANAGEMENT DIVISION
2401 N LINCOLN, WILL ROGERS BLDG, STE 202
OKLAHOMA CITY OK 73105

Bill To: DEPARTMENT OF CENTRAL SERVICES
ACCOUNTING DIVISION
PO BOX 53488
OKLAHOMA CITY OK 731123488

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

| Line | Item # - Descr | Qty. | UOM | Unit Cost | Ext. Cost |
|------|----------------------------------|------|-----|-----------|-----------|
| 1 | 099052 Investigative services | 1 | SUM | | |

The State of Oklahoma, Department of Central Services through the Division of Risk Management, solicits bids for insurance claims adjusting and investigative services for state agencies, universities, colleges and public entities. The State intends to award a contract from July 1, 2010 through June 30, 2011, with options to renew for six (6) additional years at the same terms and conditions.

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
Non Binding Contract

Contract Period: July 1, 2010 through June 30, 2011 with the option to renew at the same terms and conditions for six (6) additional one year terms.

ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by the Dept. of Central Services.

AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

B. SPECIAL PROVISIONS

B.1. Purpose of the RFP

- B.1.1.** The State of Oklahoma (State), Department of Central Services (DCS), through the Division of Risk Management (RM) requests proposals (RFP) from Third Party Administrators (TPA) hereinafter referred to as a Field Adjusting Claims Service Contractor (Contractor) for insurance claims adjusting and investigative services for State Agencies, Universities, Colleges, and other entities as prescribed by law.
- B.1.2.** State Agencies, Universities, Colleges and other entities insured through RM report property, general liability, and auto liability claims to RM. RM may process the claims in-house or assign the claims for field adjusting and inspections to the Contractor selected through this RFP process.
- B.1.3.** RM will have an active participation in, and exercise substantial control over the Contractor selected through this RFP process. Accordingly, the Contractor must be attuned to specific State of Oklahoma requirements and be willing to take direction from RM.
- B.1.4.** RM will require flexibility in the selection and use of various related services such as legal, surveillance, managed care and other cost containment services. RM will require the successful Contractor to work with other service providers and integrate the full range of services as may be directed by RM.
- B.1.5.** The State will award a contract at the agreed to Contract Pricing beginning July 1, 2010 and continue through June 30, 2011, being the Initial Contract Period. The contract will have options to renew for six (6) additional one (1) year contract periods. Each annual renewal of the awarded contract shall be based on the availability of State funds and the contractor's successful contract performance the preceding year.
- B.1.6.** The Contract Pricing shall be applicable to the Initial Contract Period and the 1st & 2nd, option renewal periods. The Contract Pricing may be escalated two (2) times by the Contractor during the Contract Performance Period, once for the 3rd & 4th, option

renewal periods and again for the 5th & 6th option renewal periods. Contractor may request escalation in writing within ninety (90) days of 3rd option renewal date and 5th option renewal date. The escalation rate shall be a percentage rate not to exceed the previously reported Consumer Price Index (CPI-U) increase published by the U.S. Department of Labor (See Exhibit "A" for escalation calculation example).

B.1.7. It is our intent to create a partnership with a TPA for the purpose of providing the State with the most comprehensive and professional insurance claims adjusting and investigative services available.

B.2. Background Information

B.2.1. RM is a division of The Department of Central Services. It is responsible for providing risk management leadership and services to all State Agencies, Universities, Colleges, as well as other Entities as provided by law. RM has a staff of thirteen (13) individuals working in loss prevention, administration, and claims. RM oversees and administers the State's liability and property insurance programs.

B.2.2. Risk Management also administers and provides self-insurance programs related to coverage as defined in the Governmental Tort Claims Act 51 O.S. § 151 et seq. for all State Agencies, Universities, Colleges, and other Entities as provided by law.

B.2.3. Risk Management assigns to TPA approximately 17 auto claims for adjusting and 17 property claims inspections each year.

B.2.4. The average cost per claim is as follows:

B.2.4.1. \$ 329 Auto
B.2.4.2. \$1,989 Property
B.2.4.3. \$ 760 General Liability

B.2.5. TPA Assignment History – 3 years

B.2.5.1. 10 Auto Liability - 2009
B.2.5.2. 24 Auto Liability - 2008
B.2.5.3. 17 Auto Liability - 2007
B.2.5.4. 1 General Liability - 2009
B.2.5.5. 0 General Liability - 2008

| | |
|----------|----------------------------|
| B.2.5.6. | 5 General Liability - 2007 |
| B.2.5.7. | 23 Property - 2009 |
| B.2.5.8. | 22 Property - 2008 |
| B.2.5.9. | 4 Property - 2007 |

B.3. Contract Assessment

B.3.1. The Risk Management Division will assess this program at least quarterly to assure compliance with the contract requirements.

B.4. Contract Performance Period

B.4.1. The total duration of the awarded contract is defined as the Contract Performance Period which includes the initial Contract Period and all option renewal periods.

B.5. Extension Beyond Contract Performance Period

B.5.1. Notwithstanding any other clause of this contract, if proposals have been solicited for the continuation of the services beyond the Contract Performance Period provided under the awarded contract, the State of Oklahoma may extend the then current Contract Performance Period for not less than one month or more than one year on the same terms and conditions as applicable to the then current Contract Performance Period. A written notice of an extension pursuant to this clause shall be furnished to the Contractor not less than fifteen (15) days prior to the expiration of the existing contract.

B.6. Subcontractors

B.6.1. The Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from DCS Contracting and Acquisitions Administrator. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

B.6.2. Notwithstanding the use of approved subcontractors, the Contractor, if awarded a contract under this RFP, shall be the prime Contractor and shall be responsible for all work performed.

B.7. Pending Litigation

B.7.1. Statement of Pending Litigation. The Contractor must provide a statement as to whether there is any pending litigation against the Contractor, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Contractor's performance in a contract under this RFP. This provision is also applicable to subcontractors.

B.8. Indemnification

B.8.1. The Contractor agrees to indemnify and hold harmless the State of Oklahoma as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this contract.

C. SOLICITATION SPECIFICATIONS

C.1. Mandatory Requirements

C.1.1. Contractor, Claims Service Coordinator, Lead Adjuster, and other Oklahoma Team Members must be properly licensed and registered to conduct business in the State of Oklahoma.

C.1.2. Oklahoma Claims Service Coordinator and Lead Adjuster must reside and have an office in Oklahoma.

C.1.3. RM currently administers the following described insurance programs for the State of Oklahoma. Bidders must have experience with claims for the following types of insurance:

- C.1.3.1. Property
- C.1.3.2. Boiler & Machinery (Equip. Breakdown)
- C.1.3.3. Fine Arts and Valuable Papers/Records
- C.1.3.4. Commercial General Liability
(Governmental Tort Claims Act)

- C.1.3.5. Business Auto Liability (Governmental Tort Claims Act)
- C.1.3.6. Auto Physical Damage
- C.1.3.7. Aviation
- C.1.3.8. Personal Injury
- C.1.3.9. Professional Errors and Omissions

C.2. Scope of Services Requested

Please provide answers to the following questions for each service requested identified as C.2.1., C.2.2., C.2.3., C.2.4., C.2.5., C.2.10., and C.2.12., including all subsets:

- Question 1: Do you plan to provide this service?
- Question 2: Who is the source of this service? Clearly state if the source is: your company; a wholly owned subsidiary; a partly owned subsidiary; and outside entity/subcontractor).
- Question 3: How do you plan to provide the service? (Be Specific)
- Question 4: Which Oklahoma Team Member(s) will have responsibility for this service?

Please provide answers to the following questions for each service requested identified as C.2.7. and C.2.8., including all subsets:

Question 1a: Can you meet the required timelines?

Please provide answers to the following questions for each service requested identified as C.2.6. and C.2.9., including all subsets:

Question 1b: Can you satisfy these requirements?

C.2.1. Assignment of Claims Adjusting and/or Investigation

- C.2.1.1. The Contractor shall assign a Claims Service Coordinator (Coordinator) to the State of Oklahoma account. The Coordinator shall ensure professional claim service and compliance with claim handling requirements as established by the State. The Coordinator must have the authority to effect changes in the program when necessary.

C.2.2. Appraisals

- C.2.2.1. Upon request from RM, the Contractor shall obtain appraisals on appropriate claims.

C.2.3. Private Investigative Firms

- C.2.3.1. The use of approved private investigative firms for purposes of surveillance, background checks and court record searches shall be at the direction of RM.

C.2.4. Coordination of Independent Medical Exams

- C.2.4.1. Schedule independent medical exams as requested by RM.
- C.2.4.2. The Contractor shall meet timeframes as established by RM in obtaining medical exams and support reports.

C.2.5. Litigation Management

- C.2.5.1. The Contractor, only when requested, shall be required to participate in consultation with defense counsel approved by the Attorney General's Office when a claim is in litigation.

C.2.6. Qualified Experts

- C.2.6.1. The Contractor shall be required to have qualified experts in areas of architecture, engineering, roofing and/or construction, accident reconstruction, medical, and fire/arson investigation either on staff or through contractual arrangements for the evaluation of property, general liability, and auto liability claims.
- C.2.6.2. For services that require experts that are not specified in the RFP, the Contractor shall provide an itemized fee schedule of the expert to RM and obtain approval prior to assignment of the expert.

C.2.7. Contact Requirements

- C.2.7.1. The Contractor shall be required to make contact with the RM designated claim person within 24 hours of the assignment. Initial on-site investigation or inspection shall be completed within 72 hours of the assignment, unless an extension is requested by Contractor and approved by RM.

C.2.7.2. The Contractor shall confirm that there will be an adjuster available for the State of Oklahoma at all times, even in the event of a national disaster elsewhere.

C.2.8. Reports

C.2.8.1. The Contractor shall submit electronic, (emails will be accepted) printed, or typewritten adjustment reports, scope of repair, or estimates to RM within five (5) working days following completion of property loss inspection. Contractor reports are to be provided to RM only – not to insurance carriers or third party claimants.

C.2.9. Photographs

C.2.9.1. The Contractor shall submit photographs of property damage with reports.

C.2.10. Unforeseen Miscellaneous Services

C.2.10.1. There may be unforeseen situations that require Services from the Contractor that are not specifically detailed in this RFP. If such a situation arises RM will require Contractor to provide written quotation to RM prior to engaging services.

C.2.11. Subcontracting Services.

C.2.11.1. If you have identified subcontractors as providing any of the above requested services or other services the following is required:

C.2.11.1.1. If you are proposing to subcontract for services with a vendor that is not wholly owned or majority owned by your company, provide for each such proposed subcontracting company the information required for your company. Clearly identify the total fees you will pay to this vendor, and provide a copy of your agreement with this company to provide such services. All fees related to subsidiaries or subcontractors must be invoiced through the Contractor's contract with the State. No direct subsidiary or subcontractor billing will be allowed.

C.2.12. Other Services not requested by this RFP.

C.2.12.1. Clearly identify the services you are offering and state if these services are included in your contract pricing or if there will be additional charges if such services are used by the State.

C.3. Company (Claims Service Contractor), Claims Service Coordinator, Lead Adjuster, and Team Members Experience Requested.

C.3.1. Organization Background

C.3.1.1. The Contractor shall provide a brief history of its company. The Contractor shall state in the narrative how long the business entity has been in business under its present name and principal ownership. Contractor shall provide the names of principal owners, partners and officers and describe the proposed Oklahoma Account Team structure.

C.3.1.2. The Contractor shall list the location(s) of their offices that shall be used to service this account.

C.3.1.3. The Contractor shall state the number of employees at the location(s), and indicate the percentages of technical, clerical and other employees.

C.3.1.4. The Contractor shall disclose all instances in the last five (5) years in which the business entity was found negligent, censured or admonished by any state or federal agency. If the disclosure of this paragraph is not applicable, the Contractor shall so state.

C.3.1.5. Discuss your company's experience in insurance claim administration with at least ten (10) organizations with annual revenue or operating budgets five (5) above and five (5) below \$1,000,000,000; provide names of clients that meet these criteria and discuss the extent of services performed for each organization.

C.3.2. Professional Information

- C.3.2.1. Identify the individuals that will be assigned as Claims Service Coordinator, Lead Adjuster, and each of the other Oklahoma Team members.
- C.3.2.2. Provide a biographical summary/resume of each individual identified as part of the Oklahoma Team and specifically discuss the following as pertains to each:
 - C.3.2.2.1. Number of continuous years each has dealt with insurance related issues.
 - C.3.2.2.2. Experience and claims specialty.
 - C.3.2.2.3. Current caseload.
 - C.3.2.2.4. Average number of claim assignments per month.
 - C.3.2.2.5. Average number of assignment claim closings per month.
- C.3.2.3. Discuss the five (5) largest accounts serviced by the Oklahoma office proposed as the Coordinator's home office and describe the services provided to each account.

C.3.3. Support Services

- C.3.3.1 The Contractor shall explain how they will provide the services requested in Section C.2.
- C.3.3.2. The Contractor shall provide a narrative stating their ability to provide support services to the State associated with the successful performance of the services requested in this RFP.
- C.3.3.3. The Contractor shall acknowledge their responsibility to process claims pursuant to this RFP.
- C.3.3.4. The Contractor shall identify services it performs and any services to be performed by a subsidiary or subcontractor. The Contractor shall acknowledge that their firm shall serve as a single point of contact for service firms they employ.

C.3.4. Claims Management Services

- C.3.4.1. The Contractor shall provide a narrative of their claim file management processes, criteria for claim investigation, the process used to implement claim services and the process used to address RM claim processing questions and other services they shall provide pursuant to this RFP.
- C.3.4.2. The Contractor shall affirm that they shall maintain written records of the claim processing transactions handled for the State. The Contractor shall provide a detailed description of the process it will use to ensure such documentation is maintained and shall continue to be maintained until advised otherwise by RM.

C.3.5. Specimens

- C.3.5.1. The Contractor shall submit a specimen of the proposed service contract along with specimens of claim loss forms and reports.

C.3.6. Successful Past Performance

- C.3.6.1. Contractor shall provide documentation of fiscal and resource capability to provide required services. Contractor shall indicate the legal entity authorized to operate the organization. Contractor shall state any information on significant achievements or explain past performance they consider relevant to the proposed effort.
- C.3.6.2. Contractor shall provide references of at least three (3) clients with contact names, addresses and phone numbers for which they provide similar services that are located in the United States. The references shall be for governmental or public entities (i.e., State, City, County, University, College) that were provided similar services by the Contractor. Contractor shall submit information on past and current service that they consider relevant in demonstrating recent successful experience in providing the related claim adjusting and investigative services. Recent successful experience is defined as those services that have been provided since January 1, 2004, through present day.

C.4. Financial Strength Request.

C.4.1. Provide the most recent annual statement for your company.

C.5. Insurance Coverage Request.

C.5.1. Contractor shall provide evidence of insurance as described below. Self-insurance will be acceptable provided the Contractor is able to satisfy the State of its financial strength to self-insure.

C.5.1.1. Insurance Agents' Errors and Omissions insurance with limits of no less than \$5,000,000 each occurrence.

C.5.1.2 Commercial General Liability insurance with limits of no less than \$5,000,000 each occurrence.

C.5.1.3. Business Auto Liability insurance with limits of no less than \$5,000,000 each occurrence and including owned and hired vehicles.

C.5.1.4. Workers' Compensation insurance with statutory limits.

C.5.1.5. Employer's Liability insurance with \$1,000,000 bodily injury and \$1,000,000 each illness.

D. EVALUATION

D.1. Selection Process

D.1.1. The Contractor may or may not be required to provide oral presentations.

D.1.2. The State is conducting a selection process that involves submitting a written proposal responding to specific questions and requests for information.

D.1.3. The State will award the contract on a best value basis. Representatives from the State's Department of Central Services and Risk Management Division will make up the review committee.

D.2. Evaluation Criteria

D.2.1. A review committee will be evaluating and scoring in the following areas:

- D.2.1.1. Available Services vs. Requested Services.
- D.2.1.2. Qualifications:
 - D.2.1.2.1. Multi-Line Expertise
 - D.2.1.2.2. Depth and experience of proposed Contractor personnel
- D.2.1.3. Response time
- D.2.1.4. Location of personnel
- D.2.1.5. Contract Pricing
- D.2.1.6. Other Evaluation Criteria:
 - D.2.1.6.1. Mandatory Requirements (Non-compliance is automatic rejection from consideration).
 - D.2.1.6.2. Proposal Format (Written submittal compliance with format outlined in RFP).
 - D.2.1.6.3. Financial Strength Requested.
 - D.2.1.6.4. Insurance Coverage Requested.

E. INSTRUCTIONS TO SUPPLIER

E.1. Payment for Services

E.1.1. The Contractor will be asked to submit invoices to DCS/Risk Management Division, P.O. Box 53364, Oklahoma City, OK 73152 on a monthly basis that will include fees for prior month services performed by the Contractor. The Risk Management Division shall pay, upon the submission of proper invoices, the invoice amounts pursuant to this contract for services rendered and accepted.

E.2. Proposal Format

E.2.1. Proposals should be typed and submitted on 8.5 by 11 inch paper. It is requested that the responses not be submitted in binders; stapled or fastened copies are preferred. Responses shall be organized and presented in the order and by the number assigned in the RFP. Responses shall be organized with headings and subheadings consistent with those used in this RFP. Each heading and subheading must be separated by tabs or otherwise clearly marked.

E.3. Submitted RFP Documents

E.3.1. Provide one (1) original and six (6) copies in response to this RFP.

F. CHECKLIST

None

G. OTHER

G.1. Exhibits

G.1.1. Exhibit "A" – Base Contract Price Escalation Calculation "Example".

G.1.2. Exhibit "B" – Service Rate Form.

H. PRICE AND COST

H.1. Service Rates

H.1.1. Bidders shall indicate service rates on the form attached to this RFP (See Exhibit "B"). Bidders shall state rates for services they intend to perform as the form indicates.

H.1.2. All Contractors shall state rates for general items. Contractors may state rates by claim type. Contractors may provide attachments to this pricing sheet to provide additional rate options, additional information or clarification. State of Oklahoma reserves the right to choose the most economical rate among the options provided by the Contractor.

H.1.3. The property claim processing rates shall not be based on loss dollar value.

EXHIBIT "A"

BASE CONTRACT PRICE ESCALATION CALCULATION "EXAMPLE"

| | |
|---|----------------|
| CPI-U (All Items) for current period | 142.0 |
| Less CPI-U for previous period | 138.4 |
| Equals Index Point Change | 3.6 |
| Divided by previous period CPI | 138.4 |
| Equals | 0.026 |
| | 0.026 x |
| Result multiplied by 100 | 100 |
| Equals percent change | + 2.6% |

Exhibit "B" Services Rate Form

| | Service | Rate Unit | Initial Contract Period 07/01/10-06/30/11 | First Option Renewal Period 07/01/11-06/30/12 | Second Option Renewal Period 07/01/12-06/30/13 | Third Option Renewal Period 07/01/13-06/30/14 | Fourth Option Renewal Period 07/01/14-06/30/15 | Fifth Option Renewal Period 07/01/15-06/30/16 | Sixth Option Renewal Period 07/01/16-06/30/17 |
|---|---|----------------------|--|--|---|--|---|--|--|
| 1 | General implementation fee - fee charged to establish an account | State total charge | | | | | | | |
| 2 | Claim Initialization fee - fee charged to establish a claim file | Price each claim | | | | | | | |
| 3 | Photograph fee | Price per photograph | | | | | | | |
| 4 | Document copy fee | Price per page | | | | | | | |
| 5 | Clerical fee | Price per hour | | | | | | | |
| 6 | Property and casualty field claim adjuster | Price per hour | | | | | | | |
| 7 | Property and casualty claims adjuster supervisor | Price per hour | | | | | | | |
| 8 | Other Fees - fees routinely charged per claim for other services not stated in #1 through #8 (List services separately) | Price per hour | | | | | | | |
| | | Price per hour | | | | | | | |
| | | Price per hour | | | | | | | |
| | | Price per hour | | | | | | | |
| | | Price per hour | | | | | | | |
| | | Price per hour | | | | | | | |
| 9 | Professional Services | | XXX | XXX | XXX | XXX | XXX | XXX | XXX |
| A | Accountant | Price per hour | | | | | | | |
| B | Certified Professional Accountant | Price per hour | | | | | | | |
| C | Architect | Price per hour | | | | | | | |
| D | Physician | Price per hour | | | | | | | |
| E | Physician Specialists (list by type) | Price per hour | | | | | | | |
| F | Independent Medical Examinations (list by type) | Price per hour | | | | | | | |
| G | Chiropractor | Price per hour | | | | | | | |
| H | Dentist | Price per hour | | | | | | | |
| I | Pharmacist | Price per hour | | | | | | | |

Exhibit "B" Services Rate Form

| | Service | Rate Unit | Initial Contract Period 07/01/10- 06/30/11 | First Option Renewal Period 07/01/11- 06/30/12 | Second Option Renewal Period 07/01/12- 06/30/13 | Third Option Renewal Period 07/01/13- 06/30/14 | Fourth Option Renewal Period 07/01/14- 06/30/15 | Fifth Option Renewal Period 07/01/15- 06/30/16 | Sixth Option Renewal Period 07/01/16- 06/30/17 |
|---|---|---|--|---|--|---|--|---|---|
| J | Engineers (list per type) | Price per hour | | | | | | | |
| K | Land Surveyor | Price per hour | | | | | | | |
| L | Licensed Practical Nurse | Price per hour | | | | | | | |
| M | Registered Nurse | Price per hour | | | | | | | |
| N | Veterinarian | Price per hour | | | | | | | |
| O | Contractor (list by type) | Price per hour | | | | | | | |
| P | Private Investigator | Price per hour | | | | | | | |
| Q | Attorney | Price per hour | | | | | | | |
| R | Arson/Fire Investigation | Price per hour | | | | | | | |
| S | Other (list by type) | Price per hour | | | | | | | |
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| 1 | PROPERTY CLAIM PROCESSING Building Losses - possible services may include a scope of repairs, replacement and repair cost estimate, ACV (actual cost value) estimate, narrative with statement of loss and diagrams | Price per claim (not based on loss dollar value) | | | | | | | |
| 2 | Content Losses - possible services may include a scope of repairs, an actual replacement and repair cost estimate, an ACV estimate, and a narrative with the statement of loss | Price per claim (not based on loss dollar value) | | | | | | | |
| 3 | Business Interruption and Loss of Income - possible services may include a narrative and a cost estimate | Price per claim (not based on loss dollar value) | | | | | | | |
| 4 | Storm Sweep - if assigned five (5) claims arising from a single storm | Percentage of discount | | | | | | | |

Exhibit "B" Services Rate Form

| | Service | Rate Unit | Initial Contract Period 07/01/10- 06/30/11 | First Option Renewal Period 07/01/11- 06/30/12 | Second Option Renewal Period 07/01/12- 06/30/13 | Third Option Renewal Period 07/01/13- 06/30/14 | Fourth Option Renewal Period 07/01/14- 06/30/15 | Fifth Option Renewal Period 07/01/15- 06/30/16 | Sixth Option Renewal Period 07/01/16- 06/30/17 |
|----|--|-----------------|--|---|--|---|--|---|---|
| 1 | CASUALTY CLAIM PROCESSING | | | | | | | | |
| | Casualty Claim processing | | XXX | XXX | XXX | XXX | XXX | XXX | XXX |
| A | Bodily injury | Price per hour | | | | | | | |
| B | Professional Liability | Price per hour | | | | | | | |
| C | Public Official | Price per hour | | | | | | | |
| D | Products completed | Price per hour | | | | | | | |
| E | Operations | Price per hour | | | | | | | |
| F | Teacher's Liability | Price per hour | | | | | | | |
| G | Aviation Liability | Price per hour | | | | | | | |
| H | Medical Malpractice | Price per hour | | | | | | | |
| 2* | Auto Liability claim processing | | XXX | XXX | XXX | XXX | XXX | XXX | XXX |
| A | Property Damage - Repair estimate | Price per claim | | | | | | | |
| B | Property Damage - Total Loss Evaluation | Price per claim | | | | | | | |
| C | Bodily Injury | Price per claim | | | | | | | |
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| * | If estimate cost varies by type of vehicle or equipment, price must be listed separately under Casualty Claim Processing #2., Auto Liability claim processing. | | | | | | | | |