

State of Florida  
Department of Financial Services

Request for Contract Proposal (RCP)  
Number: 2324-01 RCP RM  
Medical Bill Review Services

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## Attachments

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Standard Terms and Conditions		✓
		Attachment 2, Statement of Work (SOW)		✓
		Attachment 3, Price Response	✓	
		Addendum A, Public Records Requirements		✓
		Addendum B, Data Security Requirements		✓
		Addendum C, Relevant Portions of Contractor's Response ( <i>Placeholder - Documents not yet available.</i> )		
B	Estimated Annual Transactions			✓
C	Evaluator Score Sheet			✓
D	Mandatory Criteria Certification Form		✓	
E	Description of Contract Disputes			✓
F	Business Reference Form			✓

## SECTION 1. INTRODUCTION

### 1.1 Purpose

The Department of Financial Services (Department) is issuing this Request for Contract Proposal (RCP) to establish a Contract with a Respondent that is qualified and capable of providing effective and efficient Medical Bill Review (MBR) Services. The Department intends to enter into the Contract using the Attachment A, Standard Contract, attached hereto and hereby incorporated by reference.

The Department intends to select a single Respondent to perform the Contract; however, the Department may select multiple Respondents or make no selection.

### 1.2 Background

The Division of Risk Management (Division) was created under Chapter 284, Florida Statutes (F.S.), to administer the State Risk Management Trust Fund, which provides insurance, as authorized by Chapter 284, F.S., for workers' compensation and other lines of insurance. The Division employs an in-house adjusting staff and is seeking a strategic partner to provide medical bill review and utilization review services. Key requirements for the Contractor shall include real-time communication with all parties, utilization of evidence/criteria based clinical practice guidelines, utilization of outcome-oriented collaborative processes, cost containment of resources,

and compliance with F.S. and Florida Administrative Code (F.A.C.). The Contractor shall coordinate MBR services for injured state workers in partnership with the Division’s staff, its Medical Case Management (MCM) provider, Pharmacy Benefits Management (PBM) provider, state agencies, and universities.

The Bureau of State Employee Workers’ Compensation Claims is responsible for the administration of all workers’ compensation claims filed by state and university employees and volunteers who are injured on the job. This bureau typically receives approximately 11,100 new claims each year and is primarily responsible for ensuring that covered individuals receive timely benefits, while safeguarding the state from instances of fraud, waste, and abuse.

During the last five (5) fiscal years (2017 through 2022) the Division received an average of 13,129 new claims each year. However, the workers’ compensation program was significantly impacted by COVID-19 during fiscal year 2020-2021. In March of 2020, the Division was directed to provide workers’ compensation coverage to frontline state employees most at risk of contracting COVID-19 while performing their duties for Florida’s citizens. As a result of this directive, the Division provided indemnity and medical benefits to thousands of frontline state employees who contracted COVID-19. For fiscal years 2020-2021 and 2021-2022, the Division received a significantly higher number of claims due to COVID-19.

Excluding COVID-19 claims, the average number of new claims for each year was 10,673 claims. Over the last five (5) years the Division has averaged \$75.6 million annually in medical costs for workers’ compensation claims. For Fiscal Year 2022-2023, the Division covered 201,995 state employees, volunteers, and other statutorily mandated insured individuals for workers’ compensation. Covered claims occur in all Florida counties and there are some claims each year that occur outside of Florida.

Claims administered by the program are covered under our self-insurance program or by private commercial insurance as follows:

<b>Commencement Date</b>	<b>Coverage Period</b>	<b>Coverage Provider</b>
Prior to January 1, 1998	Accident date before January 1, 1998	Self-insured
January 1, 1998	Accident date on or after January 1, 1998, through February 9, 2002	North American Specialty Insurance Company, with a large deductible
February 10, 2002	Accident date on or after February 10, 2002, through February 9, 2005	Hartford Casualty Insurance Company, with a \$15M deductible, plus three (3) years of medical services

February 10, 2005	Accident date on or after February 10, 2005	Self-insured
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**1.3 Term**

The initial term of the Contract resulting from this RCP will be five (5) years, beginning on the last date of execution. The Contract may be renewed for up to five (5) years.

**1.4 Definitions**

The following definitions apply to this RCP document:

- a. Confidential Information – Any documents containing Personally Identifiable Information (PII) and Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPPA), or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority.
- b. Contract – The written agreement that results from this RCP No. 2324-01 RCP RM, if any, between the Department and the selected Respondent.
- c. Contractor – The Respondent that executes a Contract with the Department pursuant to this RCP.
- d. Department – The Florida Department of Financial Services, an agency of the state of Florida.
- e. Notice of Selection – The Department’s published notification of its selection of a chosen Respondent with which to contract for the MBR Services described herein.
- f. Point of Contact – The Department’s employee designated in Section 1.5, Point of Contact.
- g. Respondent – An entity that submits a Response to this RCP.
- h. Response – The materials submitted by a Respondent in response to this RCP.
- i. State – The state of Florida.
- j. Website – The location where the Department will post information related to this RCP, <https://www.myfloridacfo.com/division/risk/administration/solicitations>.

Terms capitalized herein but not defined herein are defined in the Standard Contract’s Attachment 2, Statement of Work.

If more than one (1) Contractor is selected, then the use of the terms “Contract”, “Contractor”, “Response”, and “Respondent”, includes the plural when applicable.

**1.5 Point of Contact**

From the date of release of this RCP until the contractor selection is made, the Point of Contact for the Department regarding this RCP is:

Suzy Davis, FCCM  
 Government Analyst II  
 Department of Financial Services  
 Division of Risk Management  
 Contract Management Section  
 1801 Hermitage Boulevard  
 Tallahassee, Florida 32308  
 Email: [Suzy.Davis@myfloridacfo.com](mailto:Suzy.Davis@myfloridacfo.com)

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Refer ALL inquiries in writing to the Point of Contact via email.

\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE POINT OF CONTACT.\*\*\*

### **1.6 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Point of Contact. Requests for an accommodation for a meeting must be made at least seven (7) days prior to the meeting. A person who is hearing or speech impaired can contact the Point of Contact by using the Florida Relay Service at (800) 955-8771 (TDD).

### **1.7 Cooperation with Inspector General**

By providing a Response to this RCP, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, if the Respondent is selected for the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

### **1.8 Commitment to Diversity in Government Contracting**

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

## **SECTION 2. RCP PROCESS**

### **2.1 Overview of the RCP**

Under this RCP, the Department is requesting Responses from Respondents that are qualified and capable of providing effective and efficient MBR Services. Respondents may submit written questions to the Point of Contact during the Question and Answer Period, per Section 2.3 below. Respondents shall submit Responses by the deadline set forth in Section 2.2, Timeline. The Department will evaluate Responses and then may enter into Contract negotiations with one or more Respondents. At the conclusion of negotiations, the Department intends to select a Respondent.

All postings for this procurement will be located on the Department's Website (as defined in Section 1.4, Definitions, above).

The Department reserves the right to reject any or all Responses or to investigate the qualifications and past performance of any Respondent. The Department may use subject matter experts during the Department's evaluation of Responses and negotiation of Contract terms.

The procurement of MBR Services is exempt from the competitive solicitation requirements of Chapter 287, F.S., pursuant to section 287.057(3)(e)5., F.S. The Department intends to follow the processes set forth in this RCP document to select a Respondent; however, the Department may deviate from these processes at any time and for any reason. Any modifications or deviations from

the RCP process as initially set forth herein will be posted as an addendum on the Department's Website.

## 2.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this procurement. The Department reserves the right to modify this timeline by posting addenda on the Department's Website. It is the responsibility of the Respondent to check the Department's Website on a regular basis for such addenda.

Event	Event Time Eastern Time (ET)	Event Date
RCP posted on the Department's Website at: <a href="https://www.myfloridacfo.com/division/risk/administration/rcp-solicitations">https://www.myfloridacfo.com/division/risk/administration/rcp-solicitations</a> .	2:00 pm	10/13/23
Deadline to submit questions to Point of Contact. Send to: <a href="mailto:Suzy.Davis@myfloridacfo.com">Suzy.Davis@myfloridacfo.com</a> .	5:00 pm	10/27/23
Department's anticipated date to post answers to Respondents' questions on the Department's Website at: <a href="https://www.myfloridacfo.com/division/risk/administration/rcp-solicitations">https://www.myfloridacfo.com/division/risk/administration/rcp-solicitations</a> .	5:00 pm	11/13/23
<p>Deadline to submit Responses and all required documents to the Department. <b>All Responses must be mailed to the Department of Financial Services, Division of Risk Management, Contract Management Section, 1801 Hermitage Boulevard, 3<sup>rd</sup> Floor, Tallahassee, FL 32308.</b></p> <p>The Department is unable to accept Responses that are hand-delivered to the Department. Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).</p>	4:00 pm	11/30/23
<b>Anticipated</b> date to post Notice of Selection.	N/A	TBD
<b>Anticipated</b> Contract start date.	N/A	TBD

## 2.3 Question and Answer Period

Vendors may submit written questions or requests for clarification regarding the terms, conditions, requirements of the RCP and its attachments, and any processes described in those documents. Questions must be submitted to the Point of Contact provided in Section 1.5, Point of Contact, via email by the deadline listed in Section 2.2, Timeline. Vendors should provide the solicitation number in the subject line of the email.

Questions should be submitted in the following format:

Question #	RCP Section	RCP Page #	Question

The Department will answer all questions submitted by the deadline provided in Section 2.2, Timeline, and will post the answers to the Department’s Website.

**2.4 Addenda**

The Department reserves the right to modify this RCP by issuing addenda. All addenda will be posted on the Department’s Website. It is the Respondent’s continuing responsibility to check the Department’s Website for any addenda.

**2.5 Contract Formation**

The Department may enter into a Contract with the Respondent selected pursuant to Section 5, Selection. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work; Attachment 3, Price Response (completed by Respondent); Addendum A, Public Records Requirements; Addendum B, Data Security Requirements; and the relevant portions of the Response submitted by the selected Respondent. See Attachment A, Standard Contract, and its attachments for more details on final contract formation. At any time during this procurement, the Department may specifically identify and incorporate by reference any additional documents into the Contract. Such documents will be stated in an addendum and posted on the Department’s Website.

**2.6 Disclosure of Response Contents**

All documentation produced as part of the RCP will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims. The Department may use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

**2.7 Withdrawal of Responses**

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Point of Contact. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Point of Contact within seventy-two (72) hours after the deadline for Response submittal.

**2.8 Clarifications and Additional Information**

The Department may request clarifications or additional information from the Respondents throughout the procurement process for the purpose of resolving ambiguities or questioning information presented in the Response. The Respondent’s answers to requested clarifications must be in writing and must be submitted within the time specified by the Department in the requested clarification.



In addition, the Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent. The Department may consider such information throughout this procurement process including, but not limited to, when determining whether the intended selection is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to this RCP.

## **SECTION 3. RESPONSE INSTRUCTIONS**

### **3.1 Contents of Responses**

The Department requests that Responses be organized in volumes as provided below:

#### **3.1.1 Volume One: General Information**

The Department requests that Respondents submit the following documents:

##### **A. Cover Letter**

Submit a cover letter on the Respondent's letterhead with the following information:

1. The name and principal place of business of the Respondent.
2. The primary location at which the work will be performed.
3. The Respondent's Federal Employer Identification Number (FEIN).
4. The name, title, mailing address, telephone number, and email address of the Respondent's contact person for purposes of the RCP and, if available, an alternate contact person. Person(s) identified must be authorized to bind the Respondent for contract terms and conditions.

##### **B. Mandatory Criteria Certification Form**

Submit a completed Attachment D, Mandatory Criteria Certification Form. The Department may choose not to evaluate a Response from a Respondent who answers "No" to any of the questions on Attachment D, Mandatory Criteria Certification Form.

#### **3.1.2 Volume Two: Technical Response**

The Department requests that Respondents provide the following information to be evaluated against the criteria listed in Attachment C, Evaluator Score Sheet:

##### **A. Narrative on Prior or Current Experience and Ability**

Submit a narrative that:

1. Provides the Respondent's prior relevant experience providing MBR Services.
2. Demonstrates the Respondent's ability to effectively administer, manage, and support the services sought by this RCP.
3. Provides the Respondent's organizational chart.
4. Provides examples of the Respondent's previous or current provision of similar services sought by this RCP.
5. Provides the following information on how the Respondent currently provides MBR Services for other clients:
  - a. **Program:**
    1. Provide a description of the Respondent's methodology for operating MBR Services.

2. Describe how the Respondent manages its program and its client relationships.
  3. Describe the Respondent's experience and familiarity with Florida Statutes and administrative rules that govern the provision of medical benefits under a workers' compensation program.
- b. **Electronic Medical Bill Review and Re-pricing System:**
1. Provide a description of the Respondent's medical bill review and re-pricing system and how the Respondent utilizes the system to assist with performance monitoring.
  2. Does the Respondent utilize a system that is flexible or customizable for meeting each client's needs?
- c. **Call Center and Customer Support:**  
Provide a description of the performance standards for the Respondent's call center and customer support and how the performance is measured and reported.
- d. **Claim Eligibility and File Maintenance:**
1. Describe how the Respondent maintains an electronic data file of eligible claimants.
  2. Describe the process, including timeframes, for receiving/updating data files.
- e. **Medical Bill Review and Re-pricing Services:**
1. What is the approximate turnaround time for each individual bill submitted for review and re-pricing?
- f. **Vendor File:**
1. Describe the Respondent's process for functioning as the gatekeeper for the provision of workers' compensation related medical benefits.
  2. Describe the Respondent's experience with coordination of payments of medical benefits with an external PBM provider and an external MCM provider.
- g. **Preferred Provider Organization (PPO) Networks and Discounts:**  
Describe the Respondent's process for providing PPO discounts for charges made by health care providers who are participants in their PPO networks.
- h. **Utilization and Peer Review:**  
Describe the Respondent's experience with the coordination of utilization and peer reviews.
- i. **Division of Workers' Compensation (DWC) / Electronic Data Interchange (EDI) Filing Compliance:**  
Describe the Respondent's process for compliance with regulatory requirements of the DWC as an agent for other workers' compensation clients.
- j. **Petitions for Reimbursement Disputes:**  
Describe the Respondent's process for resolving disputes resulting from the MBR and re-pricing process.
- k. **Quality Assurance and Performance Improvement:**
1. Describe the Respondent's approach to monitoring performance to ensure program compliance.
  2. What is the Respondent's experience with previously implemented corrective actions or performance improvement plans for the past five (5) years?
  3. Describe how the Respondent monitors satisfaction of stakeholders.
  4. Provide a five (5) year history of any financial consequences or penalties assessed to the Respondent for failure to meet performance standards.

5. How does the Respondent utilize a strong quality assurance program to ensure the delivery of quality case management and contract compliance?

l. **Subcontractors:**

1. Identify all services for which the Respondent utilizes a subcontractor to provide MBR related services.
2. Describe the Respondent's monitoring of subcontractors and how the Respondent addresses non-compliance with subcontractors.

m. **Cost Containment:**

How does the Respondent measure and report cost savings?

**B. Respondent's Proposed Approach**

The Respondent should provide the following:

1. Continuity of Operations Plan (COOP) in order to continue to provide the services sought in this RCP in the event of a natural disaster, computer virus attack, network communication loss, pandemic, or loss of electrical supply;
2. Organization chart;
3. Identification of key personnel, including biographies describing the background, experience, and qualifications for each member; and
4. Detailed description of the Respondent's proposed approach for carrying out the services contained in Attachment 2, Statement of Work (e.g., provide a document that includes a description of how the Respondent will provide each requirement in the SOW and a detailed description of how the Respondent will provide the services).

**3.1.3 Volume Three: Optional Services (if offered)**

Respondent may offer optional services, in addition to those specifically outlined in this solicitation. Although the Department has listed mandatory requirements and provided a Statement of Work, those requirements are not intended to limit the Respondent's innovations or creativity in preparing a Response to accomplish these goals.

If the Respondent chooses to propose optional services in its Response, the Respondent must clearly define the proposed optional services and provide the terms that would apply to those services. The Department will not be under any obligation to agree to accept any proposed optional services as a part of the Contract.

**3.1.4 Volume Four: Price Response**

Respondents shall submit a completed Attachment 3, Price Response. Respondents are encouraged to offer creative pricing methods for the Department's considerations. Prices for Optional Services will not be scored during evaluations.

**3.1.5 Volume Five: Exceptions to Standard Contract**

The Department requests that Respondents submit any exceptions taken to Attachment A, Standard Contract.

**3.2 How to Submit a Response**

The Respondent shall submit, in sealed packages:

- One (1) original version of each volume of the Response.
  - The Respondent shall include all the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of

- the volumes “Original – Volume \_\_\_\_, Binder \_\_\_\_ of \_\_\_\_,” and include the Respondent’s exact legal name, and the RCP number.
- Eight (8) copies of Volume Two: Technical Response.
    - The Respondent must label the cover and spine of the volumes “Copy # \_\_\_\_, Volume # \_\_\_\_, Binder \_\_\_\_ of \_\_\_\_,” and include the Respondent’s exact legal name, and the RCP number.
    - Volume Two Requirement: The Respondent shall also include the originals of all documents in their native format (Word, Excel, etc.) on a flash drive.
  - Five (5) copies of Volume Three: Optional Services, Volume Four: Price Response, and Volume Five: Exceptions to Standard Contract.
  - One (1) PDF version of all volumes of the Response on a flash drive.
  - One (1) REDACTED .PDF of the Response, if applicable (see Section 3.3)
    - The Respondent must label the cover and spine of the volumes “REDACTED Copy # \_\_\_\_, Volume # \_\_\_\_, Binder \_\_\_\_ of \_\_\_\_,” and include the Respondent’s exact legal name and the RCP number.

The Respondent shall clearly label the outside of the sealed packages with the RCP number and Respondent’s name. Respondents shall send Responses to the following address:

Suzy Davis, FCCM  
 Government Analyst II  
 Department of Financial Services  
 Division of Risk Management  
 Contract Management Section  
 1801 Hermitage Boulevard, 3<sup>rd</sup> Floor  
 Tallahassee, Florida 32308

Respondents shall ensure Responses are received by the Department by the deadline listed in Section 2.2, Timeline. **The Department will not accept Responses that are hand-delivered to the Department.** Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).

### **3.3 Confidential Response Materials and Redacted Submissions**

If the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under Chapter 119, F.S., or other authority, then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials the Respondent claims as Confidential Information or exempt from disclosure and briefly describe in writing the grounds for claiming exemption from the Public Records Law and state the specific statutory citation for such exemption.

The Respondent must mark the unredacted version of the document as “Unredacted version – contains Confidential Information” and place such information in an encrypted electronic form.

#### **3.3.1 Redacted Submissions**

If submitting a redacted version of its Response, the Respondent must mark the redacted electronic copy with the Respondent’s name, Department’s procurement name and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt

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from disclosures pursuant to Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from disclosures under Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

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

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the Florida Accountability Contract Tracking System (FACTS) website. In addition, the Department will follow the procedures identified in the Contract as Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information, and, by submitting a Response, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Evaluation of Technical Responses (555 Points Possible)**

The Department will have at least three (3) evaluators independently evaluate each Respondent's Volume 2: Technical Response, against the evaluation criteria set forth in Attachment B, Evaluator Score Sheet.

### **4.2 Evaluation of Price Response (50 Points Possible)**

The Point of Contact will evaluate each Respondent's Attachment 3, Price Response, as provided below. Pricing for Optional Services will not be scored. Price Responses for the initial term will be awarded a maximum of twenty-five (25) points. Price Responses for the renewal period will be awarded a maximum of twenty-five (25) points. The scores for the Price Response will be determined based on the following formula using the Grand Totals in the Respondent's Attachment 3, Price Response:

**Initial term:** (Lowest Respondent's Price/Respondent's Price) x (Maximum Number of Points available) = Initial Term Points

**Renewal term:** (Lowest Respondent's Price/Respondent's Price) x (Maximum Number of Points available) = Renewal Term Points

**Total Price Points** = [Initial Term Points] + [Renewal Term Points]

#### **4.3 Evaluation Results**

The Point of Contact will add each Respondent's score for Technical Response to its Total Price Points to determine its total evaluation score.

#### **4.4 Negotiations**

The Department may invite one (1) or more Respondents to negotiations; however, the Department's negotiator reserves the right to negotiate with the Respondents sequentially beginning with the highest-scored Respondent from evaluations.

The Department's negotiator will conduct negotiations with the invited Respondents. The Department's negotiator will determine the medium for negotiations, which will either be face-to-face, by telephone, or through a virtual platform. The Department's Point of Contact, the Department's subject matter experts, and, if necessary, other members of the Department may participate in the negotiations; however, the Department's negotiator will be solely responsible for deciding which Respondent to recommend to the Department for Contract selection.

Negotiations may include discussions of terms, conditions, costs, statement of work, and related services to be provided by the Respondent. The Department's negotiator may request clarifications and revisions to Responses (including a request for Best and Final Offer (BAFO) and revised BAFOs) throughout the negotiation process.

The Department reserves the right to negotiate different terms, related price adjustments, and different pricing arrangements if the Department determines that such changes would be beneficial to the Department. Respondents may request modifications (such as additions or deletions) to the Department's proposed Contract (Attachment A, Standard Contract). The Department may address each requested modification during negotiations but is under no obligation to accept any requested modifications. If the Department determines that a requested modification is not acceptable and the Respondent fails to offer another alternative that is acceptable to the Department, the Respondent may be eliminated from further consideration, or the Department may stop negotiations with that Respondent.

If the Department's negotiator is unable to arrive at acceptable Contract terms during negotiations with the Respondents, the Department's negotiator may invite other Respondents to negotiations.

### **SECTION 5. SELECTION**

#### **5.1 Selection Basis**

The Department's negotiator intends to recommend a Respondent for selection based on all of the following considerations:

- The Respondent’s articulation of its ability to address the requirements of the Department’s Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent.
- The favorability of the terms of the proposed Contract that has been negotiated between the Department and the Respondent for the Department.
- The Respondent’s demonstrated ability to address the requirements of the Department’s Attachment A, Standard Contract, including its Attachment 2, Statement of Work, as negotiated by the Department and the Respondent.
- The Respondent’s experience performing the services sought by this RCP.
- The Respondent’s pricing, overall costs to the Department, and the value of the services offered by the Respondent.

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Department may request additional information pertaining to the Respondent’s ability and qualifications to accomplish all services described in this RCP as deemed necessary during the RCP or after Contractor selection.

### **5.2 Chief Financial Officer’s Approval**

The Chief Financial Officer, or designee, will make the final decision as to which Respondent, if any, should be selected to enter into a Contract.

### **5.3 Posting of Selection**

The Department intends to post a Notice of Selection on the Department’s Website.

### **5.4 Execution of Contract**

The selected Respondent must sign the Contract within fifteen (15) calendar days of receipt of the Contract for execution. The Department reserves the right to withdraw its Notice of Selection if the Contract is not timely signed and select another Respondent for the Contract.

The Contract will be posted on FACTS at: <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.