REQUEST FOR PROPOSALS
(RFP)
For
THIRD PARTY ADMINISTRATION SERVICES FOR PROPERTY, CASUALTY, & WORKERS' COMPENSATION
RFP No. 02-2026/2027
Issue Date: September 11, 2026

1000 College Blvd. Room 737
Pensacola, FL 32504-8998

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Clark Puckett
Director of Purchasing

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1.0 RFP Solicitation Schedule

The following is the scheduled calendar of events with important dates and times. The College, at its sole discretion, may delay the scheduled dates if it is in the College's best interest to do so. If the College determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	Friday, September 11, 2026
Questions Due Date	Tuesday, September 22, 2026 @ 2:00 p.m., CST
Proposal Due Date and Time	Thursday, October 8, 2026 @ 2:00 p.m., CST
Proposal Scoring	Thursday, October 29, 2026 @ 2:00 p.m., CST
Date of Presentations	November 3, 2026
Date of Recommended Award Posting	Monday, November 9, 2026
Board of Trustees Approval (as needed)	Tuesday, November 17, 2026 @ 5:00 p.m., CST

2.0 General RFP and Terms and Conditions

2.1 ADDENDA:
Any addendum issued prior to the RFP opening date for the purpose of modifying the specifications, terms, conditions, or related documents, or to clarify their meaning, shall become part of and be binding as though originally incorporated into the RFP. It is the sole responsibility of each proposer to regularly monitor the Pensacola State College website and obtain all addenda issued for this solicitation prior to submitting a proposal. Failure to acknowledge or incorporate issued addenda will not relieve the proposer of any obligations contained therein. While Pensacola State College may, as a courtesy, distribute addenda to known prospective proposers, the College assumes no responsibility for a proposer's failure to receive, review, or respond to any addendum. Please submit a signed Solicitation Addenda Acknowledgement form with your proposal as needed.

DEVIATIONS FROM RFP PROVISIONS

Please submit all requested deviations/exceptions to the RFP in your response. Specifically, please see the Proposal Forms, pages 11-12.

Please note that any deviations/exceptions submitted via the question and answer process will NOT be considered part of the Proposer's official submission.

Any proposer requested deviations not accepted by the Bid Evaluation Committee may be grounds for finding a proposal non-responsive and disqualified (at the discretion of the Bid Evaluation Committee). If the committee is willing to accept the proposed deviations/exceptions from the top-ranked proposer, the next step would be approval from FCSRMC legal counsel (post-award). Should the parties come to an impasse in negotiations at any time, the FCSRMC shall have the option of awarding the next-highest ranked proposer, pending approval from FCSRMC legal counsel, and so on. At any point during the contact negotiations, FCSRMC reserves the right to cancel the award process, and re-solicit the services.

2.2 PUBLIC BID OPENINGS:
Pensacola State College will conduct a Public bid opening on the date and time listed above at the Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504 Room 736. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or 30 days after the opening of bids, proposals, or final replies, whichever is earlier, as defined in FS 119.071. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional time for review by the committee or representative.

Pensacola State College is a political subdivision of the State of Florida and, as such, is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to resolicit bids or not, and to waive informalities as deemed in the best interest of Pensacola State College. The bid shall remain in force for thirty (30) days after the time of opening.

2.3 PURCHASE ORDER TERMS & CONDITIONS:
All terms and conditions included hereafter are part of this bid request. Pensacola State College purchase order terms and conditions and federal purchase terms and conditions are available at http://www.pensacolastate.edu/business-psc/. These terms and conditions are hereafter incorporated by reference. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

2.4 DAVIS-BACON ACT:
As amended in 40 U.S.C. 3141-3148, when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.5 ANTI-COLLUSION STATEMENT:
The Bidder, by signing and submitting a bid, has not divulged to, discussed, or compared his/her bid with

any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: No premiums, rebates, or gratuities have been paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of the award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years from doing business with Pensacola State College.)

2.6 E-VERIFY REQUIREMENTS:

- Pursuant to s. 448.095, Fla. Stat., beginning January 1, 2021, Pensacola State College and every contractor and subcontractor providing labor, supplies or services to PSC must register with and use the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees.

- Contractors must require subcontractors to provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract with PSC.

- If PSC, contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Fla. Stat., then they shall terminate the contract with the person or entity. This termination is required by Florida law and is not a breach of contract and may not be considered as such. A contractor will be liable for any additional costs incurred by PSC as a result of the termination of a contract.

- If PSC has a good faith belief that a subcontractor knowingly violated the E-Verify requirements set forth in s. 448.095, Fla. Stat., but the contractor otherwise complied with the relevant law, PSC will promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor. This termination is required by Florida law and is not a breach of contract and may not be considered as such. A contractor will be liable for any additional costs incurred by PSC as a result of the termination of a contract.

- For more information on the State of Florida statutes, click here.

2.7 DEBARMENT AND SUSPENSION:
In accordance with 2 CFR Part 180 and the Office of Management and Budget (OMB) guidelines implementing Executive Orders 12549 and 12689, as amended, Pensacola State College shall not enter into a contract with any vendor or contractor that is debarred, suspended, or otherwise excluded from participation in federally funded transactions.

By submitting a response to this solicitation and/or executing a resulting contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions by any federal department or agency, as listed in the System for Award Management (SAM) at SAM.gov.

The Contractor further agrees to immediately notify Pensacola State College in writing if, at any time during the term of the contract, the Contractor becomes debarred, suspended, excluded, or otherwise ineligible to participate in federally funded transactions.

2.8 BYRD ANTI-LOBBYING AMENDMENT:
In accordance with 31 U.S.C. §1352, Contractors applying for or bidding on an award exceeding $100,000 shall file the required certification regarding lobbying activities.

By submitting a response to this solicitation and/or executing a resulting contract, the Contractor certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, loan, or cooperative agreement.

The Contractor further agrees to disclose any lobbying activities conducted with non-federal funds in connection with obtaining any federal award, as required by law.
The Contractor shall require this certification language to be included in all applicable subcontract agreements exceeding $100,000 funded in whole or in part with federal funds.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction pursuant to 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification may be subject to civil penalties as provided by law.

The Contractor further acknowledges that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and any related disclosures.

2.9 EQUAL EMPLOYMENT OPPORTUNITY:
The Contractor shall comply with all applicable federal, state, and local equal employment opportunity laws, regulations, and executive orders, including but not limited to Executive Order 11246, as amended. The Contractor shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, disability, veteran status, or any other protected classification under applicable law.

2.10 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:
For any contract funded in whole or in part with Community Development Block Grant–Disaster Recovery (CDBG-DR) funds, the Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 and the requirements in 24 CFR Part 75. Section 3 requires that, to the greatest extent feasible, job opportunities, training, and contracting generated by CDBG-DR projects be directed toward:
(i)Section 3 Workers (local workers with low or moderate income), and
(ii)Section 3 Business Concerns (local businesses meeting Section 3 criteria).

Contractor agrees to:
(i)Make a good-faith effort to hire Section 3 Workers and use Section 3 Businesses when feasible. (ii)Keep simple documentation showing the steps taken to reach out, recruit, or contract with Section 3 individuals or businesses.
(iii)Include this Section 3 requirement in all lower-tier subcontracts paid with CDBG-DR funds. (iv)Provide any Section 3-related information or reports requested by the Subrecipient/Recipient or by Florida Commerce.
(v)Cooperate with monitoring activities and maintain all Section 3-related records for at least five (5)

years after the project ends.

Failure to meet Section 3 requirements may result in corrective actions or other remedies allowed by applicable federal regulations.

2.11 CONFLICT OF INTEREST:
The College requires that the Proposers provide professional, objective, and impartial advice and at all times hold the College's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the College, or that may reasonably be perceived as having this effect.

If the College, in its sole discretion, determines that a conflict of interest exists, such Proposer may not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of an awarded Contract. Any such interests on the part of the Proposer or their employees must be disclosed in writing to the College as part of the proposer's submittal. The Proposer confirms knowledge of the conflict of interest laws of the State of Florida and agrees that they shall fully comply in all respects with the terms of said law.

2.12 FLORIDA'S PUBLIC RECORDS ACT:
Proposals or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act, and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquiries to the College contact listed herein. Contractor shall be in full compliance with public records laws regarding access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2).

2.13 POLITICAL SUBDIVISION:
Proposers acknowledge that the College, as a political subdivision of the State of Florida, is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

2.14 BANNED TELECOMMUNICATIONS COMPANIES:
Proposer(s) attest that it is in full compliance with the Secure Networks Act-Section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609) --List of Equipment and Services Covered by Section 2 of the Secure Networks Act. Click here for the listing of companies determined to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons.

2.15 RECORD RETENTION – Pensacola State College:
Pensacola State College shall retain records related to this solicitation and any resulting contract in accordance with applicable federal and state laws, regulations, and the College's established records

retention requirements.

Records may include, but are not limited to, solicitation documents, proposals, evaluations, scoring documentation, notices, correspondence, contract documents, amendments, purchase orders, invoices, and other records associated with the procurement and administration of the resulting contract.

Records shall be retained for the period required by applicable law and the College's records retention schedule. Nothing in this provision shall be construed to require the College to retain records for a period longer than required by applicable law or the College's records retention requirements.

Please see Section 2.23 of the RFP for the record retention policy for Proposers.

2.16 DOMESTIC PREFERENCES:
In accordance with 2 CFR 200.322, the Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States for all work performed under any contract funded in whole or in part with federal funds.

For purposes of this requirement, "produced in the United States" includes:

Iron or steel products manufactured in the United States; Manufactured products assembled or substantially transformed in the United States; and Construction materials mined, produced, or manufactured in the United States.

The Contractor agrees to incorporate this requirement into all applicable subcontractor agreements and procurement transactions related to the performance of this Contract. The Contractor shall maintain appropriate documentation and records demonstrating compliance with this provision, when applicable.

2.17 FAMILIARITY WITH LAWS:
The bidder is assumed to be familiar with all Federal, State of Florida, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes.

Any action hereon or in connection herewith shall be brought in Escambia County, Florida.

2.18 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE) AND LOCAL DEVELOPMENT BUSINESS (LDB):
Minority, Women, Disabled Veterans and Local Developing Businesses are encouraged to participate in all solicitations conducted by the College. The College is required to report MWBE expenditures to the State of Florida's Office of Supplier Diversity and the District Board of Trustees. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Awarded Contractors may be required to submit quarterly spend to the College on minority and women owned businesses and LDB sub-contractors.

2.19 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:
Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

2.20 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.21 RECOVERED MATERIALS:
In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), and 2 CFR § 200.323, the Contractor shall, to the greatest extent practicable, procure and use products containing recovered materials when such products are available, competitively priced, and meet performance requirements. The Contractor shall comply with all applicable requirements related to the procurement of recovered materials and shall ensure compliance by any applicable subcontractors.

2.22 AUDIT RECORDS:
The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

2.23 RECORD RETENTION – Proposers:
The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing)

or certified mail within ten (10) days if/when the records are moved to a new location.

2.24 LIABILITY (HOLD HARMLESS AGREEMENT):
The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the District Board of Trustees of Pensacola State College and the State of Florida and their respective trustees, employees, agents, successors, and assigns, FCSRMC and member Colleges (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively, "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

2.25 SEVERABILITY:
The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

2.26 TERMINATION FOR CONVENIENCE:
Unless otherwise stated herein or otherwise agreed to by the College and Contractor in any Agreement resulting from this solicitation, a purchase for goods or service from the Contractor by the College may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Upon notice, Contractor shall not incur any additional costs. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

2.27 TERMINATION FOR CAUSE:
Failure by either party to perform the material obligations described herein shall result in default or breach of the Agreement and shall be grounds for termination. Moreover, in the event of the Contractor's noncompliance with insurance requirements, nondiscrimination provisions, the Americans with Disabilities Act, or with any applicable Florida law or College rules, this Agreement, including any issued PO, may be canceled, terminated, or suspended in whole or in part by the College and the Contractor, at the College's discretion, may be declared ineligible for further agreements with the College. Unless otherwise stated herein or otherwise agreed to by the College and Contractor in any Agreement resulting from this solicitation, in the event of a breach or default of the Agreement, the breaching party shall have seven (7) calendar days from written notice to cure such breach or a shorter time is warranted under the public records law with regard to Section 1.35. Should the breaching party fail to cure said default or breach within the time prescribed, the Agreement shall terminate. In the event the Agreement is terminated, nothing herein shall prevent either party from seeking all remedies available to it.

3.0 Overview and Proposal Preparation

3.1 OVERVIEW:
Pensacola State College is soliciting qualified bids from qualified firms to provide products and services

defined in the scope of work section of this bid.

3.2 PREPARATION OF PROPOSALS:
All bids must be mailed or delivered to the attention of the Director of Purchasing, and be received in the Purchasing Office, Pensacola State College, building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site. If mail or delivery is selected, please submit the original and three (3) copies and a digital file. All bids must be submitted not later than the date and time indicated and shall be clearly marked with the RFP name and number indicated. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with the delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. Questions must be submitted no later than 2:00 P.M., Central Time, on September 22, 2026, to purchasing@pensacolastate.edu.

3.3 COMMUNICATION:
In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College’s responses to them, unless the written inquiry pertains to an administrative or procedural matter. Send all inquiries to purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 2:00 PM, local time, September 22, 2026.

3.4 MODIFICATION OF BID:
Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or electronic form. Modifications will be acknowledged by the Owner before the opening of formal Bids.

3.5 WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or electronic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

3.6 LATE PROPOSALS:
Proposals received by the College after the date and time specified for receipt will not be considered. Late proposals will be declared non-responsive and will not be scored. Proposers shall assume full responsibility for the timely delivery of the Proposals to the location designated for receipt of Proposals.

3.7 AWARD:
As deemed in the College’s best interest, the College reserves the right to:

a. Reject any or all bids submitted.
b. To re-solicit bids or not.
c. To award any portion(s) of this RFP.
d. To waive informalities.
e. To issue to all responsive bidders’ request for information (RFI’s).
f. To evaluate and determine technical equivalents.
g. To award this RFP on a Lot-by-Lot basis to the responsive low bidder meeting specifications.
h. To award on an outright purchase or lease basis.

3.8 TABULATION:
Bid tabulations with recommended awards will be posted on the purchasing web page http://www.pensacolastate.edu/business-psc/ . Unless changed by addendum, they will remain posted for a period of 72 hours (not including Saturdays, Sundays, and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of the ITB/RFP/RFQ bid tabulation.

3.9 DISPUTES AND PROTEST:
Any person adversely affected by the College's decision or intended decision may file a Notice of Protest within seventy-two (72) hours after the posting of the notice of intended award or decision. A formal written protest stating with particularity the facts and law upon which the protest is based must be filed within ten (10) calendar days after the Notice of Protest is filed.

Protestors shall comply with all requirements of Section 120.57(3), Florida Statutes, including the timely filing of any required bond or security. Failure to timely file a Notice of Protest, formal written protest, or any required bond or security shall constitute a waiver of protest proceedings.

Sealed bids and proposals shall remain exempt from public disclosure until the College provides notice of an intended decision or until ten (10) days after the public opening, whichever occurs first. Thereafter, solicitation records may be inspected during normal business hours in accordance with Florida public records laws and College procedures.

3.10 PREPARATION COST:
The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP. Regardless of the outcome of this RFP, all proposals submitted in response to this RFP and visits to Pensacola State College are at the sole expense of the Respondent.

3.11 INSURANCE:
The Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, it its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

FCSRMC requires that all required insurance policies:

- Be written by insurers that are licensed or approved to do business within the state of Florida.
- Be written on an “occurrence” basis (except for professional liability, which is acceptable if written on a “claims-made” basis).
- Be written by insurers that possess a minimum A.M. Best’s Insurance rating of A (VII). A.M. Best rating is composed of two parts: the letter denotes the company’s financial strength level, and the

Roman numeral denotes financial size. Please visit http://www3.ambest.com/ratings/default.asp for further explanation and to look up insurance company ratings.

FCSRMC requires certificates of insurance providing proof of insurance prior to commencement of work. All policies are to include the following:

- All policies must apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by FCSRMC or its member colleges, members, officers, employees, and agents. Any insurance, or self-insurance, maintained by FCSRMC or its member colleges shall be excess of, and shall not contribute with, the insurance provided by TPA.
- All policies must be endorsed to name The Florida College System Risk Management Consortium and Member Colleges, and their respective Boards of Regents/Trustees, officers, employees, agents, and volunteers as additional insured on all policies with the exception of professional liability and workers' compensation.
- All policies must be endorsed to provide a waiver of subrogation on all insurance policies shall be in favor of The Florida College System Risk Management Consortium and Member Colleges, and their respective Boards of Regents/Trustees, officers, employees, agents, and volunteers.
- Contractor must provide a 30 day notice of cancellation, non-renewal, material modification, suspension or voided coverage to the FCSRMC.

Insurance Coverage Requirements

Commercial General Liability:

The minimum limits of Commercial General Liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$5,000,000 per occurrence
$5,000,000 products/completed operations aggregate
$5,000,000 general aggregate limit
$5,000,000 personal and advertising injury

Commercial Auto Liability:

The minimum limits of Commercial Auto Liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 each accident limit for bodily injury and property damage

Coverage must include all owned, leased, hired and non-owned vehicles.

Workers' Compensation:

Coverage A – Workers' Compensation – statutory limit required and Coverage B – employers' liability. The minimum limits of employer's liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 each accident

$1,000,000 disease policy limit
$1,000,000 disease each employee

Professional Liability/Errors & Omissions:

$5,000,000 per occurrence
$5,000,000 aggregate limits

If the Professional Liability coverage is to be provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Crime/Employee Dishonesty (Fidelity):

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to FCSRMC and shall cover TPA and FCSRMC against loss caused by the dishonesty of employees of TPA in connection with the Agreement. The Crime coverage shall be endorsed to provide coverage for loss or theft of clients' coverage on form no more restrictive than ISO form CR 0401 (05/23) ("employee theft of clients' property"). The Crime Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud. The minimum limits shall be:

$5,000,000 each occurrence

Cyber Liability and Data Storage:

Such insurance shall be on a form acceptable to FCSRMC and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits shall be:

$5,000,000 per claim and aggregate

4.0 Purpose

Pensacola State College, serving as the Fiscal Agent for the Florida College System Risk Management Consortium ("FCSRMC" or "Consortium"), is soliciting competitive proposals from qualified and experienced firms to provide comprehensive Third-Party Administration ("TPA") services for the administration and management of workers' compensation, property, casualty, and related claims on behalf of FCSRMC and its participating member colleges.

The purpose of this solicitation is to select a qualified Third-Party Administrator capable of providing consistent, timely, accurate, responsive, and cost-effective claims administration services across the Consortium's participating member colleges.

The selected TPA will be responsible for the day-to-day administration of assigned claims, including, but not limited to, claims intake and investigation, compensability and coverage evaluation, reserve management, claims payments, medical management, litigation management, subrogation and recovery, regulatory compliance, claims reporting, data management, and related claims support services.

The selected TPA shall provide a coordinated claims administration program that recognizes the unique structure of a statewide consortium of Florida public colleges and supports FCSRMC's objectives of effective risk management, cost containment, consistent claims handling, regulatory compliance, quality customer service, and meaningful analysis of claims and loss data.

The selected TPA shall be capable of administering claims for multiple participating member colleges while maintaining appropriate separation, identification, reporting, accounting, and data integrity for each member college and for the Consortium as a whole.

The intent of this solicitation is to establish a long-term partnership with a TPA that possesses the personnel, technology, resources, expertise, and organizational capacity necessary to administer a complex public-sector property, casualty, and workers' compensation program.

5.0 Background

The Florida College System Risk Management Consortium ("FCSRMC" or "Consortium") was established in 1980 for the purpose of joining Florida's public colleges in a cooperative effort to develop, implement, and participate in a coordinated statewide risk management program.

FCSRMC provides a centralized structure through which participating Florida College System institutions may coordinate risk management activities and obtain protection against casualty, workers' compensation, property, and other mutually agreed-upon risks.

The Consortium's objectives include providing protection against civil actions and casualty losses; providing workers' compensation protection; managing self-insurance and insurance programs; establishing effective risk management policies and procedures; utilizing the expertise and resources of participating colleges; and consolidating services to reduce duplication and maximize available resources.

FCSRMC currently consists of participating Florida public colleges throughout the State of Florida. The Consortium coordinates the administration of self-insurance, specific insurance, excess insurance, and related property and casualty risk management programs for its participating members.

5.1 FISCAL AGENT:

Pensacola State College ("PSC") serves as the Fiscal Agent for FCSRMC and, in that capacity, is responsible for conducting this solicitation and administering the procurement process on behalf of the

Consortium.

The selected Contractor will provide services for the benefit of FCSRMC and its participating member colleges. While Pensacola State College is acting as the Fiscal Agent and procurement entity, the scope of services under this solicitation is intended to support the Consortium's overall risk management and claims administration program.

5.2 MEMBERS OF THE CONSORTIUM:

Members of the Consortium include:

Broward College
Chipola College
College of Central Florida
College of the Florida Keys
Daytona State College
Eastern Florida State College
Florida Gateway College
Florida Southwestern State College
Gulf Coast State College
Hillsborough Community College
Indian River State College
Lake-Sumter State College
Miami-Dade College
North Florida College
Northwest Florida State College
Palm Beach State College
Pasco-Hernando State College
Pensacola State College *
Polk State College
St. Johns River State College
St. Petersburg College
Santa Fe College
Seminole State College
South Florida State College
State College of Florida (Manatee-Sarasota)
Tallahassee State College
Valencia College

*Pensacola State College serves as the Consortium's fiscal agent.

5.3 CURRENT TPA ARRANGEMENT:

Davies currently administers most of the claims that fall within the Consortium's self-funded retention. Gallagher Basset administers claims from the "Ace Large Deductible Program" (also referred to as the "Cigna WC Program"). This includes claims from March 1, 1998 to March 1, 2010 dates. Currently valued loss experience, which includes the number of open and closed claims by type and year, are included as attachments to this RFP. Also, please see the FCSRMC Property and Casualty March 1, 2026 – February 28, 2027 Brochure, which is included as an attachment to this RFP.

The selected proposer will be required to be approved by Ace to administer claims for this program.

<u>Workers' Compensation</u>: The Consortium is a Qualified Self-Insured for Florida Workers' Compensation claims. Coverage in all other states (except ND, OH, WA and WY) is provided by Safety National Casualty Corp. Excess Workers' Compensation coverage is provided by Safety National. The Consortium Loss Fund will cover the first $750,000 of each accident. Safety National provides Employers' Liability limits of $5,000,000.

The deductibles for the "Ace Large Deductible Program/Cigna WC Program" currently administered by Gallagher are:

Start	End	SIR
3/1/1998	3/1/1999	$350,000
3/1/1999	3/1/2000	$350,000
3/1/2000	3/1/2001	$350,000
3/1/2001	3/1/2002	$350,000
3/1/2002	3/1/2003	$350,000
3/1/2003	3/1/2004	$350,000
3/1/2004	3/1/2005	$350,000
3/1/2005	3/1/2006	$350,000
3/1/2006	3/1/2007	$350,000
3/1/2007	3/1/2008	$350,000
3/1/2008	3/1/2009	$500,000
3/1/2009	3/1/2010	$500,000

General and Auto Liability – State of Florida: The Consortium Loss Fund will cover up to $200,000 per person, $300,000 per occurrence (F.S. 768.28). For leased vehicles (leased for one year or longer), the Consortium Loss Fund will cover $100,000/$300,000/$50,000 (F.S. 324.021(9)(b).

General Liability – State of Florida, Federal & Other: The Consortium Loss Fund will cover up to $500,000. Safety National provides $5,000,000 per occurrence with a $10,000,000 aggregate limit per college. Coverage includes drone liability, sexual molestation and sexual abuse.

Property – All Perils (including Auto Physical Damage, Watercraft and Fine Arts): The Consortium Loss Fund will cover up to $1,000,000 for all perils except flood at $2,500,000 & 5% of damaged building/contents for a named storm, subject to a $10,000,000 minimum. The individual college will have a $10,000 deductible per occurrence with some exceptions.

Equipment Breakdown: The Consortium Loss Fund will cover up to $90,000 after the individual college deductible of $10,000 per claim. Travelers Insurance Co. will cover up to $250,000,000.

Crime – Employee Theft, Forgery, Computer and Funds Transfer Fraud of Money & Securities: The Consortium Loss Fund will cover up to $45,000 after the individual college deductible of $5,000. Travelers Casualty and Surety Company of America will cover up to $1,000,000. Pensacola State College as Fiscal Agent. Travelers will cover up to $3,000,000. Great American Insurance Co. will cover losses of $7,000,000 in excess of Travelers $3,000,000.

Educator's Legal & Employment Liability (ELL/EPL): The Consortium Loss Fund will cover up to $500,000 of each claim. Safety National will cover up to $5,000,000 per college and $10,000,000 on an annual aggregate basis. Defense costs are included in the policy limit and erode the retention. Coverage extends to the college, included entities, trustees, board members, and employees.

Network Security & Privacy Liability (Cyber): The Consortium Loss Fund will cover up to $240,000/$490,000 after the individual college deductible of $10,000 per claim. Lloyds of London/Brit provides limits of $7,000,000 per college aggregate and $21,000,000 policy aggregate.

A currently valued summary of the Consortium's loss experience, to include the number of open and closed claims by type and year, is included as an attachment to this RFP. A current summary of the Consortium's insurance coverages, deductibles and each College's deductibles is included as an attachment.

The successful proposer will be required to assume the administration of all open claims, including those currently administered by Gallagher Bassett.

5.4 TERM:

The term of the agreement for these services shall be for a period of five (5) Years. Contract start date shall be March 1, 2027. FCSRMC will have an option to renew the term for a period of five (5) years.

5.5 MINIMUM QUALIFICATIONS:

A. Proposer must be authorized as a claims administrator in the State of Florida.

B. Proposer must demonstrate experience since 2021 as a claims administrator for Workers' Compensation and Third Party Liability claims for a Florida Government.

C. Proposer must demonstrate experience administering a Workers' Compensation program since 2021 for one client with more than 35,000 full time employees.

D. Proposer must demonstrate experience administering a Third Party Liability program since 2021 for one client with more than 25,000 full time employees.

5.6 OBLIGATIONS NOT TERMINATED BY CONTRACT PERIOD:

Proposals are requested to provide service on all claims occurring during the contract period and until six (6) months after the final termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The proposer's proposed fee should include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

5.7 ACCESS TO CLAIM FILES:

The proposer agrees that FCSRMC shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet-based access available to FCSRMC. Proposals should detail how this access to claim files will be provided, including any additional costs to FCSRMC. The proposal evaluation process may include review of the adequacy of proposed systems.

5.8 OWNERSHIP OF CLAIM FILES:
FCSRMC shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the proposer. Further, at the sole option of FCSRMC and upon ten (10) days written notice, the proposer shall return such files to FCSRMC.

At the termination of the contract, at the sole expense of the proposer, the proposer shall provide FCSRMC with digital media containing all of FCSRMC's claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

5.9 AUDIT OF FILES AND PROCEDURES:
At the sole option of FCSRMC, TPA shall agree, at no additional cost to FCSRMC, to any audits conducted by FCSRMC or FCSRMC's designee (hereinafter, "Auditor") of TPA's claim files and procedures as they relate to the services under this Agreement. FCSRMC shall have the right to audit during the contract period and for five years following the termination of the Agreement.

5.10 TRANSITION SERVICES:
Proposers must clearly outline how services will transition from the current TPA to Proposer. Proposer must describe their transition plan for the takeover of all claims. Proposer must clearly outline any limitations to data transfer (e.g., note any potential issues with document formats, such as .jpg files, .tiff files, etc.)

Include information regarding experience transferring claims data from Davies, the time needed to effectively and accurately transition, etc. Please provide the following information relating to conversions performed in the past five (5) years:

- Name of entity/organization
- Year conversion performed
- Length of time it took to perform conversion
- Detail any known or learned obstacles specific to conversion of Davies claim files
- Approximate number of claims involved in the transfer

In addition to transitioning claims data from Davies, proposers will be required to transition claim data from Gallagher Bassett, which currently administers the claims from the "Ace Large Deductible Program" (a.k.a. "Cigna WC Program"), to Proposer. Include information regarding the time needed to effectively and accurately transition, etc. Proposer should also include information regarding experience importing and transferring claims data from Gallagher Bassett.

5.11 STEWARDSHIP REPORTS:
Proposers should provide Annual Stewardship Reports to both the Consortium and to each individual participating college. Proposers should include sample reports.

6.0 Scope of Work

6.1 OVERVIEW:

Claims are currently administered by Davies. (There are a small number of claims that are currently administered by Gallagher Bassett, FCSRMC's prior third-party administrator, as will be described below.)

This RFP has been prepared to solicit proposals for the following claims administration services currently covered by the Consortium Loss Fund:

- Workers' Compensation (WC)
- Third Party Liability (AL & GL)
- Property
- Equipment Breakdown
- Crime
- Educator's Legal & Employment Liability (ELL/EPL)
- Network Security & Privacy Liability (Cyber)

Proposers must propose claims administration services for all of the above lines of coverage to be considered for this opportunity. Proposals are preferred which can provide all needed claims administration without the use of sub-contractors.

The proposals submitted will be used to determine those proposers with whom the Consortium will directly negotiate and contract.

6.1.2 CURRENT STAFFING DESCRIPTION – ADJUSTERS AND NURSE CASE MANAGERS

Currently, the workers' compensation program is staffed with one (1) designated nurse case manager (TCM), one (1) dedicated lost time/legal adjuster, and one (1) designated medical only adjuster. The third party liability program is staffed with two (2) designated adjusters.

Please indicate in your proposal your suggested staffing model.

6.2 WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES:

6.2.1 BACKGROUND

FCSRMC has been self-insuring its Workers' Compensation program since 1980. Claims are currently administered by Davies. Gallagher Basset administers claims from the "Ace Large Deductible Program" (also referred to as the "Cigna WC Program"). This includes claims from March 1, 1998 to March 1, 2010 dates.

6.2.2 STAFFING REQUIREMENTS

Proposer must not make any changes to assigned staff members without first giving advance notice to FCSRMC. In addition, proposer will provide FCSRMC with an opportunity to review and provide input with regard to any replacement staff member that proposer intends to assign to FCSRMC's account, and proposer agrees not to assign any prospective staff member to FCSRMC's account without receiving prior approval from FCSRMC.

Proposals are preferred which include staff which have the ability to provide full service to English, Spanish and Creole speaking individuals.

Proposers should address ability to staff during school vacations, holidays and natural disasters.

Proposals are preferred which do not utilize “medical only” and “indemnity” adjuster models, but which use a full range (medical only and indemnity) adjuster staff model. Proposers should agree to an average open case load of no more than 125 cases per licensed adjuster.

Proposals should describe adjuster promotion, turn-over, and education programs. Proposers are requested to provide details regarding ongoing training and educational opportunities for licensed adjusters and supervisors, such as the Certified in Workers’ Compensation (CWC) designation and other similar designation/certification programs.

Proposals should clearly outline the dedicated staffing which will be provided. Additionally, provide details regarding any adjuster case load maximums which will be applied.

Average Number of New Workers’ Compensation Claims Reported Per Year:

- Medical Only Claims 314
- Indemnity Claims 66

6.2.3 COMPLIANCE WITH RULES OF DIVISION OF WORKERS’ COMPENSATION

It shall be the responsibility of the proposer to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. Proposer will be responsible for all required State of Florida EDI DWC reporting.

Proposer must agree to reimburse FCSRMC for payment of any fines, penalties or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.

6.2.4 WORKERS’ COMPENSATION REQUIRED SERVICES

Proposers must agree to provide all of the following services:

- administrative services
- claims services
- telephonic case management services
- first notice of injury services
- Information system and loss statistic services
- medical bill review and audit services
- pharmaceutical benefit management services

6.2.5 ADMINISTRATIVE SERVICES

Proposers are requested to provide the following administrative services:

1. In accordance with state mandated time frames, prepare (with FCSRMC's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
2. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
3. Prepare, maintain, and file statistical or other records and reports as required by FCSRMC’s excess insurers. Report claims to FCSRMC’s excess insurer(s) in accordance with the requirements of the

excess insurer(s). Provide a copy of the reports to FCSRMC. Follow specific written investigation procedures for any case for which the Excess Workers’ Compensation Insurer requires specific notification or investigation.

4. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
5. Comply fully with all rules, regulations, guidelines or procedures established by FCSRMC and the State of Florida, including EDI.
6. Recognize that FCSRMC will be continuing a Workers’ Compensation program which focuses on respecting the injured worker and the medical providers providing care. Proposers must be committed to work collaboratively with FCSRMC to effect program changes and enhancements as requested by FCSRMC.
7. Annually, provide FCSRMC with a SSAE-18 audit as required by the financial auditors.
8. Prepare and follow provisions specific to FCSRMC, for approval by FCSRMC, for ensuring that in the event of an emergency, e.g., hurricane preparedness, including how proposer’s services will continue, how FCSRMC’s employees will be paid indemnity in advance, and how they will be instructed on obtaining medical care and prescriptions.
9. Provide advance notice and coordinate in advance with FCSRMC any audits associated with the Workers’ Compensation program.
10. Assist FCSRMC with its Return to Work program, including identifying return to work opportunities and appropriate use of outside vendors.

6.2.6 CLAIMS SERVICES

Proposers are requested to provide the following claims services:

1. Establish reporting procedures which are compatible with the needs and organizational structure of FCSRMC.
2. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.
3. Provide toll-free customer service lines for employees.
4. Develop specific service instructions with FCSRMC for the handling of FCSRMC’s claims. Develop specific service instructions with FCSRMC for the handling of FCSRMC’s catastrophic claims.
5. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the claimant’s supervisors. Collaborate with FCSRMC on all investigations.
6. Subject to the exercise of professional judgment, accept and settle or deny all reported claims for employee injuries on behalf of FCSRMC in accordance with the applicable Workers' Compensation Law or law of damages. FCSRMC shall be notified of all potential settlements and the final decision for all settlements shall rest with FCSRMC. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements.

7. FCSRMC will select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of FCSRMC to delegate any aspect of this function to the proposer, FCSRMC reserves the right to do so.

    (a) FCSRMC may select specific vendors and pricing schedules for the following services: Legal services, Field Case Management, Translation services, Transportation services, Surveillance and Investigation services, Medicare Set-Aside services and Court Reporting services. However, if it is in the best interest of FCSRMC to use vendors the proposer has existing relationships and set pricing with, FCSRMC reserves the right to do so.

    (b) The proposer must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules. Bills not meeting FCSRMC's contract requirements must be rejected to the vendor, or reduced by the amount of the error, with an appropriate explanation to the vendor and appropriate records in the claim file.

    (c) The firm with whom FCSRMC contracts must agree to work collaboratively with these outside professionals, including data sharing, portals and other methods for sharing information.

8. Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.

9. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file report within 48 hours after the hearing, deposition, mediation or other proceeding.

11. At the request of FCSRMC, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Enterprise Risk Manager (ERM).

12. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of FCSRMC.

13. Periodically as appropriate, but at least every quarter, review all open cases and complete a strategic action plan in order to assist in the settlement of the cases. Such written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be provided to FCSRMC within ten (10) working days after the end of the period for which the report is being made. It is anticipated that at least three (3) claim reviews will be done annually in person at FCSRMC's offices or by Zoom.

14. Provide rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.

15. The supervising adjuster shall meet with FCSRMC's ERM, or designee thereof, to consult with and refer all questionable or contested cases and those with an estimated value in excess of $25,000.

16. Aid in communications/coordination with FCSRMC's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.

17. Conduct adequate, timely and complete 24 hour contact investigation of claims regardless of exposure (24 hours from first notice to WC management organization, not 24 hours from when adjuster received notice). Three point contact will include contact with the injured worker, the injured worker's supervisor and any witnesses to the injury, and treating medical provider(s).
18. Conduct index checks on injured workers as appropriate.
19. Document and establish reserves on a periodic basis for all claims. Review previously set reserves on a regular basis and adjust as necessary. Initial reserves set at or greater than $50,000, and reserve changes greater than $25,000, require FCSRMC approval.
20. Pay vendor bills (attorneys, surveillance, etc.), within 20 days of delivery to proposer.
21. Develop and follow appropriate written policies when (i) the injured employee requests a second opinion, (ii) medical evaluation is questioned, or (iii) grievance report is filed.
22. Assist, as appropriate, in the scheduling of independent medical examinations.
23. Monitor the purchase of items deemed to be medically necessary for the accommodation of an injured employee and obtain approval from the ERM or designee thereof for these items.
24. Follow all provisions of Florida Statutes in regard to medical benefit entitlement and administration.
25. Maintain a Florida office with service personnel available from 8:00 a.m. to 5:30 p.m.

6.2.7 TELEPHONIC CASE MANAGEMENT SERVICES

The successful proposer shall:

1. Use Registered Nurses and vocational counselors to provide telephonic case management services for <u>all appropriate</u> claims. Telephonic case managers will be:
   (a) licensed (Registered Nurses) and certified (Registered Nurses and vocational counselors) by the Florida Division of Workers' Compensation as qualified rehabilitation providers; and
   (b) experienced in Florida Workers' Compensation medical/disability case management.
2. Provide the following services in cooperation with FCSRMC:
   (a) Medical Care Coordination, including evaluation of appropriate referrals and approvals for specialty care, surgeries, physical therapy and diagnostics.
   (b) Provide review of requests for DME, treatments and other procedures.

   Field Case Management services will not be provided by the Proposer. These services are directly contracted by the Consortium and are assigned only with Consortium pre-approval. However, if it is in the best interest of FCSRMC to use vendors the proposer has existing relationships and set pricing with, FCSRMC reserves the right to do so.

6.2.8 FIRST NOTICE OF INJURY SERVICES

Proposers are requested to provide the following administrative services:

1. Provide 24 hour telephonic and internet-based electronic claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. Proposers must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of FCSRMC.

2. Receive and examine on behalf of FCSRMC all reports of employee injury claims. Refer injured workers to appropriate medical services. Review each reported injury for indication that the injured worker has had a previous workers' compensation claim.

3. Coordinate data between first report of injury and claims administration system. Newly reported injuries must be in the claims system as a claim within 24 hours of report.

4. The on-line claim security shall permit on-line input of accident reports by FCSRMC.

6.2.9 INFORMATION SYSTEM AND LOSS STATISTIC SERVICES

The proposer shall provide FCSRMC with the ability to access comprehensive online real-time electronic claim information data, including reporting capabilities.

The proposer must provide access to online claim information systems to all FCSRMC designees, including staff members, consultants and FCSRMC Attorney's office.

The proposer agrees that FCSRMC shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet-based access available to FCSRMC. Proposals should detail how this access to claim files will be provided.

Claims data must be maintained so that reporting can be provided on a Consortium-wide basis and on an individual College basis.

The proposal evaluation process may include review of the adequacy of proposed system and user-friendly enhancements, such as dashboard and simple links to information will be preferred.

The proposer shall provide FCSRMC with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to FCSRMC. The proposer will provide ad-hoc reports as requested by FCSRMC.

All reports required herein shall be mailed or delivered to FCSRMC within five (5) working days from the end of the reporting period (i.e., month, quarter, when requested by FCSRMC, etc.). The proposer will be subject to a penalty of $100 per day per report thereafter until the required reports are provided to FCSRMC.

6.2.10 MEDICAL BILL REVIEW AND AUDIT SERVICES

Proposers are requested to provide the following medical bill review and audit services:

1. For Medical Bill Review:

   (a) Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:

      (i) Duplicate billings
      (ii) Unbundling of charges
      (iii) Upcoding of charges
      (iv) Approval and appropriate precertification.

   (b) Review all medical bills that:

      (i) Are not subject to fee schedule coding
      (ii) Are for services not specifically addressed in the fee schedule
      (iii) Need an in-depth medical interpretation of the rules and regulations
      (iv) In the exercise of professional judgment, specifically warrant review.

   (c) Process, pay and mail bills within 20 days of receipt.

2. Reimburse FCSRMC for any overpayments made in the bill review process, indemnity payment process, disability payment process, and other similar processes, within 30 days of identification of overpayment. Reimburse FCSRMC for any penalties and/or interest associated with inaccurate payments. This reimbursement obligation is independent of proposer's ability to recover the overpayment.

3. For Medical Auditing Services:

   (a) Audit in-network and out-network hospital/provider bills

      (i) Exceeding $10,000
      (ii) Where a departmental charge exceeds 10% of the total bill, excluding room and City charges
      (iii) Others at the proposer's discretion or specific request by FCSRMC for accuracy and appropriateness.

   (b) Develop and follow written policies on how late charges, no show charges and special payment arrangements are to be handled and seek FCSRMC's approval of the policies.

4. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to:

   (a) FCSRMC
   (b) Medical providers

5. Develop and follow written grievance procedures for provider concerns.

6.2.11 PHARMACEUTICAL BENEFIT MANAGEMENT SERVICES

The proposer shall recommend a prescription benefit management (PBM) vendor. Details regarding the PBM's services should be provided, including access, utilization review services, coordination of claims data and reporting.

6.3 NON-WC/THIRD PARTY CLAIMS ADMINISTRATION SERVICES:

6.3.1 BACKGROUND

FCSRMC has been self-insuring its third party liability program since 1980. Claims are currently administered by Davies. Third Party Claims includes General Liability, Automobile Liability, Educator's Legal & Employment Liability (ELL/EPL), Property/Equipment Breakdown including Automobile Physical Damage, Watercraft and Fine Arts, Crime, Network Security and Privacy Liability (Cyber), and Workers' Compensation claims.

- FCSRMC requires the availability of one Property General Adjuster to be utilized on an as needed basis.
- In the event of a catastrophic loss, the Consortium will select a CAT adjuster.
- If less than ten (10) buildings are involved, and the total CAT loss is estimated less than $500,000, the proposer will handle the claims and no additional charges will apply.
- If more than ten (10) buildings are involved, and the total CAT loss is estimated less than $500,000, the proposer will handle the claim, but may request authorization from the Consortium to utilize an independent adjuster.

- If the total CAT loss exceeds $500,000, the proposer will set up claim files, however the property insurer(s) and/or their designee will handle the field adjustment of the claims.

6.3.2 STAFFING REQUIREMENT

Proposers are preferred that are willing commit to providing FCSRMC with input regarding staffing assigned to FCSRMC's account.

Proposer must not make any changes to assigned staff members without first giving advance notice to FCSRMC. In addition, proposer will provide FCSRMC with an opportunity to review and provide input with regard to any replacement staff member that proposer intends to assign to FCSRMC's account, and proposer agrees not to assign any prospective staff member to FCSRMC's account without receiving prior approval from FCSRMC.

Proposals are preferred which include staff which have the ability to provide full service to English, Spanish and Creole speaking individuals.

Proposer shall make available to FCSRMC the services of a third party liability adjuster, <u>with a minimum of five years of experience adjusting third party liability claims</u>, and be able to provide on-site field adjusting services throughout the State of Florida when needed.

Proposers should agree to an average open case load of no more than 125 cases per licensed adjuster.

Proposals should describe adjuster promotion, turn-over, and education programs. Proposers are requested to provide details regarding ongoing training and educational opportunities for licensed adjusters and supervisors.

Proposals should clearly outline the dedicated staffing which will be provided. Additionally, provide details regarding any adjuster case load maximums which will be applied.

6.3.3 REQUIRED SERVICES

Proposers must agree to provide all of the following services:

- administrative services,
- claims services, and
- loss statistic services.

6.3.4 ADMINISTRATIVE SERVICES

Proposers are requested to provide the following administrative services:

1. Prepare (with FCSRMC's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
2. Prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal) including Form 1099 and all reporting required for Medicare Secondary Payer provisions.
3. Prepare, maintain, and file statistical or other records and reports as required by FCSRMC's excess insurers.
4. Prepare, maintain, and file statistical information required by Rating Bureaus or appropriate state agencies.

5. Comply fully with all rules, regulations, guidelines or procedures established by FCSRMC and the State of Florida.

6.3.5 CLAIMS SERVICES

Proposers are requested to provide the following claims services:

1. Establish reporting procedures which are compatible with the needs and organizational structure of FCSRMC.
2. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.
3. Be available on a 24 hour basis and provide immediate response to claims investigation requests through use of email or cellular telephones.
4. Provide toll-free customer service lines.
5. Prepare and follow a work plan that has been approved by FCSRMC in the handling of FCSRMC's claims. Prepare and follow a work plan that has been approved by FCSRMC in the handling of FCSRMC's catastrophe claims.
6. Receive and examine on behalf of FCSRMC all reports of third-party claims including claims by an employee of one Insured against another Insured.
7. Report claims to FCSRMC's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to FCSRMC. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.
8. Within 24 hours after notification of a serious (one requiring more than first aid) third-party bodily injury claim, contact the claimant by telephone or in person. Within two (2) working days after notification of any other third-party claim, contact the claimant by telephone or in person.
9. Subject to the exercise of professional judgment, accept and settle or deny all third-party claims on behalf of FCSRMC. The final decision for all settlements shall rest with FCSRMC or its designee. Any settlement is to include preparation and actuation of all necessary compromise and release agreements.
10. Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.
11. FCSRMC will select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of FCSRMC to delegate any aspect of this function to the proposer, FCSRMC reserves the right to do so.
    (a) FCSRMC has selected specific vendors and pricing schedules for the following services: Legal services, Translation services, Transportation services, Surveillance and Investigation services, Medicare Set-Aside (CMS) services and Court Reporting services. However, if it is in the best interest of FCSRMC to use vendors the proposer has existing relationships and set pricing with, FCSRMC reserves the right to do so.
    (b) The proposer must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.

(c) The firm with whom FCSRMC contracts must agree to work collaboratively with these outside professionals.

FCSRMC will be involved in the selection process for such outside professionals and will be involved in establishing effective utilization decision making criteria.

12. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
13. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing FCSRMC shall provide a written report to FCSRMC and the proposer within ten (10) working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide oral or written report to FCSRMC within ten (10) working days after the hearing, deposition, mediation or other proceeding. The adjuster shall ensure pertinent information in any reports are included in excess reports.
14. Pay in a timely fashion all claims and expenses pertaining to FCSRMC's claims.
15. At the request of FCSRMC, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from other sources (e.g., special or second injury funds) to the ERM or the designee thereof.
16. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of FCSRMC. Services for Automobile Liability shall include the pursuit of subrogation on behalf of FCSRMC for Automobile Physical Damage losses.
17. Periodically as appropriate, but at least every six (6) months, review all open cases in and complete a strategic action plan in order to assist in the settlement of the cases. Such written review shall include a review and verification of outstanding reserves. A written summary of the review shall be documented in the open case file and shall be provided to FCSRMC within ten (10) working days after the end of the period for which the report is being made.
18. The supervising adjuster shall meet with FCSRMC's ERM, or the designee thereof, to consult with and refer all questionable or contested cases and those with an estimated value in excess of $10,000.

6.3.6 LOSS STATISTICS SERVICES

The proposer shall provide FCSRMC with the ability to access comprehensive online real-time electronic claim information data, including reporting capabilities.

The proposer must provide access to online claim information systems to all FCSRMC designees, including staff members, consultants and FCSRMC Attorney's office.

The proposer agrees that FCSRMC shall have real-time access to all claim files, including all adjuster notes, supervisory notes, diary items, payment records, and expense bills in an electronic manner with internet-based access available to FCSRMC. Proposals should detail how this access to claim files will be provided.

Claims data must be maintained so that reporting can be provided on a Consortium-wide basis and on an individual College basis.

The proposal evaluation process may include review of the adequacy of proposed system and user-friendly enhancements, such as dashboard and simple links to information will be preferred.

The proposer shall provide FCSRMC with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to FCSRMC. The proposer will provide ad-hoc reports as requested by FCSRMC.

All reports required herein shall be mailed or delivered to FCSRMC within five (5) working days from the end of the reporting period (i.e., month, quarter, when requested by FCSRMC, etc.). The proposer will be subject to a penalty of $100 per day per report thereafter until the required reports are provided to FCSRMC.

6.4 PERFORMANCE GUARANTEES AND REVIEWS:

6.4.1 WORKERS' COMPENSATION PERFORMANCE GUARANTEES AND REVIEWS
In order to guarantee that it receives claims administration services that meet their expectations throughout the entire term of the Agreement, the successful proposer will be expected to adhere to the objective performance standards and to allow FCSRMC, or their designated agent, to conduct periodic performance reviews of the claims administration services provided. The specific criteria that make up the performance guarantees, and the process by which the performance reviews will be conducted are described in the Workers' Compensation Claims Administration Services Performance Guarantees and Reviews exhibit, which is included as an attachment to this RFP.

Proposers should indicate that they shall agree to these Performance Guarantees.

6.4.2 NON-WC/THIRD PARTY LIABILITY PERFORMANCE GUARANTEES AND REVIEWS
In order to guarantee that it receives claims administration services that meet their expectations throughout the entire term of the Agreement, the successful proposer will be expected to adhere to the objective performance standards and to allow FCSRMC, or their designated agent, to conduct periodic performance reviews of the claims administration services provided. The specific criteria that make up the performance guarantees, and the process by which the performance reviews will be conducted are described in the Property and Liability Claims Administration Services Performance Guarantees and Reviews exhibit, which is included as an attachment to this RFP.

Proposers should indicate that they shall agree to these Performance Guarantees.

7.0 Proposal Submission Requirements

You must submit the following for your bid/proposal to be considered:

1. A signed Bidder / Proposer Contact Information Form
2. Any Addenda that requires a signature
3. Proposal Forms, including:
    - Cost Section – See also Section 8.0
4. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Form
5. Sample Reports, including sample Stewardship Report

You may submit the following forms as well, if applicable:

- Solicitation Addenda Acknowledgement
- MWBE Certification

- Public Entity Crimes Statement
- Drug-Free Workplace Certification

8.0 Cost

Proposals are requested to provide flat, annual fees for claims administration services, including the following services:

- Adequate staffing to provide a high level of service and client satisfaction;
- Administration of all new <u>and old claims</u> for the life of the contract plus an additional 180 days;
- Conversion of all old claims data into their claim management system in manner that makes the data accessible to FCSRMC and for other reporting purposes (includes data from both Davies and Gallagher Bassett);
- First notice of injury reporting services;
- All bill review services;
- All indexing;
- All telephonic case management services;
- Subrogation services;
- Access to internet-based information system;
- All excess insurance reporting;
- Access to prescription benefit management services (PBM); and
- All provider network access.

Fees should be payable in 12 equal monthly installments.

Proposals will not be considered which include variable pricing for any of the above noted services. The above services, which are to be included in the flat annual fee, may not be charged to claim files as Allocated Loss Adjusting Expenses, Medical Management Billing or similar charges. Any proposals which include such charges to claim files will not be considered.

<u>The proposed fees must include the taking over of all open claims from both Davies and Gallagher Bassett as of the time of contract inception.</u>

FCSRMC requires full and total transparency in its vendor relationships. Therefore, any commission, service fee, administrative fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified in the proposal and throughout the term of the contract.

Proposers must identify all sub-contractors who will be used to provide the services outlined in this RFP. The flat fee paid by FCSRMC must be the only remuneration to the proposer for services provided to FCSRMC and proposers must receive no revenue for these services from sub-contractors.

Please complete the Cost section in the Proposal Forms.

9.0 Evaluation Criteria

The evaluation will be based upon, but not limited to, the following criteria:

Evaluation Bid Review	Points
Technical Qualifications (40 Points Total)	
• Ability to perform Scope of Services, including but not limited to transition plan, performance guarantees, and all other requested services. Scoring in this section will also include any criteria not otherwise covered.	30 points
• Information System	10 points
Price Considerations (20 Points Total)	
• Cost – Projected cost for all requested services, including future cost guarantees. **Only proposals providing all inclusive, flat annual pricing terms as requested will be considered.**	20 points
Proposer Qualifications and Experience (40 Points Total)	
• Corporate experience and key personnel experience, including experience in claims administration services for Florida self-insured workers' compensation programs and third party liability programs. (Documentation regarding other relevant experience regarding the scope of services, experience, and resources available from the proposer will also be considered.)	20 points
• Proposed staffing	15 points
• References	5 points

FCSRMC reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedules, past record of integrity, and past record of performance.

10.0 Presentations

A solicitation may require proposers to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable. Presentations may be held virtually as well using a popular software platform. Presentations are not open to the public.

The proposers who are short-listed by the Consortium and the College after the scoring meeting may be invited to offer a presentation. **Presentations are scheduled for:**

<u>Tuesday, November 3, 2026</u>
9:00 a.m. – 12:00 p.m. CT
1:00 p.m. – 3:00 p.m. CT

No alternative dates will be offered.

Presentations will consist of an overview of the submitted proposal and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the proposer during these presentations. **Proposer must be prepared to demonstrate its RMIS system.**

Proposers are requested to bring at least one person to the presentation who will be an account representative on the Consortium's account.

The Consortium and the College may provide an agenda or other direction for the proposer's presentation based on its initial review of the proposals.

11.0 Negotiations

For an RFP, the College reserves the right to further negotiate terms either in minor conflict or not otherwise covered in the solicitation or response post-award to create an agreement with a top-ranked, awarded, or recommended awarded proposer(s). Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary. Negotiations are not open to the public. [Note that any non-negotiable terms (as determined by the College) in material conflict between this solicitation and proposer's response may be grounds for finding the proposer non-responsive, and their proposal rejected.]

12.0 Attachments

- Bidder/ Proposer Contact Information
- Solicitation Addenda Acknowledgement
- MWBE Certification (if applicable)
- Public Entity Crimes Statement
- Drug-Free Workplace Certification
- Any other required federal or state certification
- Proposal Forms
- Exhibits
    - A. Workers' Compensation Claims Administration Services Performance Guarantees and Reviews
    - B. Property and Liability Claims Administration Services Performance Guarantees and Reviews
    - C. 2026/2027 FCSRMC Property and Casualty Brochure
    - D. Historical Loss and Claim Counts – currently administered by Davies
    - E. Loss Runs – Workers' Compensation 2021-2026 (Excel format)
    - F. Loss Runs – Third Party Liability/Property 2021-2026 (Excel format)

G. Historical Prescription Bills Information – Number of Prescription Bills and Amounts Paid 2021-2026
H. Historical Bill Review Information 2021-2026
I. Current Service Contract for Claims Handling – FCSRMC and Davies

The proposer shall complete and submit all required forms included in this solicitation. Failure to submit required forms may result in disqualification.

SOLICITATION ADDENDA ACKNOWLEDGEMENT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

I certify that I have received the following addenda (if any):

Addendum__________________ Dated_______________________

Addendum__________________ Dated_______________________

Signature ____

Name(s) and Title(s) ____

Legal Name of Firm____

Mailing Address____

City, State, Zip____

Telephone_________________________ Fax_________________________

Date

____

NOTE: Please return this form to Pensacola State College with your proposal.

BIDDER/PROPOSER CONTACT INFORMATION

<table>
<tr><td colspan="2">Name</td><td colspan="2">DBA Name (if applicable)</td></tr>
<tr><td rowspan="3">Address</td><td colspan="2">Street/PO Box</td><td>City</td></tr>
<tr><td colspan="2">State</td><td>Zip</td></tr>
<tr><td colspan="3">Email Address</td></tr>
<tr><td rowspan="3">Remit to Address</td><td colspan="2">Street/PO Box</td><td>City</td></tr>
<tr><td colspan="2">State</td><td>Zip</td></tr>
<tr><td colspan="3">Email Address</td></tr>
<tr><td rowspan="2">Contact Person</td><td colspan="2">Name</td><td>Phone #</td></tr>
<tr><td colspan="3">Email Address</td></tr>
<tr><td rowspan="2">Address of Parent Company
(if applicable)</td><td colspan="2">Street/PO Box</td><td>City</td></tr>
<tr><td colspan="2">State</td><td>Zip</td></tr>
<tr><td colspan="4"></td></tr>
<tr><td colspan="4">Name ____________ Signature ____________ Date ____________</td></tr>
</table>

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the ____________________________ (Title) representative of the firm of ____ (Company Name) minority business enterprise (MBE/WBE)___________________ (Minority Type) as defined by Pensacola State College in the specifications for ____(RFP Name & Number) that I will provide information requested by PENSACOLA STATE COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of ____________________________________ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide PENSACOLA STATE COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of PENSACOLA STATE COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

____

Signature of Company's Authorized Representative

State of ______ County of ________________City of ________________.

On this ________________ day of _____________________, 20_____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

Signed: ____ (SEAL)

Notary Public

My commission Expires:

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership). "Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

PUBLIC ENTITY CRIMES

Any person submitting an Invitation to Bid in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES**,** ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

____
(print name of the public entity)

By____
(Print name of entity submitting sworn statement)

Whose business address is
____

And (if applicable) its Federal Employer Identification No. (FEIN) is:
____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:________________________

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes**,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement **(indicate which statement applies).**

______Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this________day of___________________________20______

Personally known____

OR Produced identification_________________________Notary Public - State of_____________

________________________________. My commission expires___________(Type of identification)

____

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

BIDDING FIRM OR ENTITY NAME: ____

SIGNATURE OF VENDOR REPRESENTATIVE:

____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE:

____

DATE: _____________________________________

STATE OF FLORIDA AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Respondent Vendor Name:____

Vendor FEIN: _______________________

Vendor's Authorized Representative Name and Title:___________________________

Address:____

City:_________________________State: ___________ZIP:____________________

Phone Number: ______________________________________

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as security for the debt, if the value of the labor or services, as reasonably assessed, is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: ____

AUTHORIZED SIGNATURE

Print Name and Title:____

Date:________________________