



# Office of General Services

## REQUEST FOR COMMENT (RFC) #2342

### AUTOMOBILE CLAIMS ADMINISTRATION SERVICES

## 1. INTRODUCTION

### 1.1. GENERAL INFORMATION AND PURPOSE

The Office of General Services (OGS), Division of Financial Administration – Agency Procurement Office, is interested in obtaining Automobile Claims Administration Services for liabilities incurred in connection with its automobile fleet. This includes satisfying and discharging claims for damage to personal, real property, bodily injuries, or wrongful death caused by the operation of a motor vehicle by officers or employees of the State, when acting within the course and scope of their employment.

Interested vendors must possess legal authority to do business to New York State and be authorized by the New York State Department of Financial Services that the organization, its employees, and any subcontractors and the employees thereof, are licensed by the New York State Department of Financial Services to perform services as an independent adjuster and/or insurance carrier.

The firm must be licensed by the New York State Department of Financial Services, to process, adjust, investigate, negotiate, settle, pay and subrogate automobile claims on behalf of the State. Claims shall include subrogation of loss transfer and first party property damage (excluding claims involving the New York State Department of Transportation and New York State Police). The State currently has a fleet of approximately 32,000 vehicles consisting of but not limited to passenger cars, trucks, vans, buses, motorcycles, limited use vehicles and tractor trailers. The Automobile Claims Administrator (ACA) will be responsible for processing approximately 1,500 claims annually arising from accidents reported to OGS by covered State agencies.

The ACA will provide claims processing related to the New York's Self-Retained Auto Program (SRAP). Additionally, the ACA shall:

- Recommend and establish the initial claim reserve when a claim file is established and evaluate the reserve as long as the claim remains open;
- Evaluate claims and obtain Independent Medical Examinations (IMEs) and other services when deemed appropriate following approval from OGS;
- Make recommendations to settle or discontinue payment of a claim in accordance with industry standards;
- Submit Medicare Mandatory Reporting Requirements to the Centers for Medicare & Medicaid Services in accordance with applicable laws governing report submissions;
- Comply with all applicable laws, regulations, rules, orders, policies and procedures, including but not limited to New York State Department of Financial Services' Regulations 64 and 68;
- Provide monthly loss reports to OGS.

### 1.2. CLAIMS PROCESS

#### A. Receipt of Claims

1. SRAP covered accidents will be submitted by OGS to the ACA. If the ACA receives inquiries about claims directly, prior to receipt of the report(s) from OGS, the ACA shall obtain both claim information and accident report(s) from OGS.
2. The ACA shall immediately send written confirmation of receipt of claims to OGS.

**B. Coverage**

If there is any question about whether an incident or damage is covered under SRAP, the ACA shall confirm coverage with OGS prior to engaging in any work on a claim.

**C. File Creation and Maintenance**

The ACA shall create and maintain an electronic file on all claims. Please see Section 2.7 – Administrative and Reporting Requirements, bullet C. All claim files will be available to OGS staff and other necessary State employees, via a secure website, for administration, audit, or other necessary functions. The file will include any documentation that may subsequently be necessary for litigation support. Files will include, at a minimum:

1. Adjuster's Notes
2. Claimant's Name
3. Claimant's Address
4. Date of Loss
5. Claim Reported Date
6. Estimated Cost of Loss
7. Amounts Paid
8. Dates of Payment
9. Type of Payment/Purpose
10. State Driver's Name
11. State Driver's Contact Information
12. Type of Accident
13. State Driver's Agency
14. Medical Documentation
15. Witness Information
16. Settlement/subrogation Information
17. Vehicle Description (Make, Model, Year)
18. Vehicle License Plate Number
19. Vehicle Identification Number (VIN)
20. Rehabilitation Information
21. Date Claim Closed

**D. Prompt Contact with Claimant**

1. The ACA shall promptly contact any third-party claimant in accordance with applicable Department of Financial Services (DFS) regulations to make an appointment to inspect the damage and/or take a Statement from claimant.
2. Upon notification of a total loss, the ACA shall promptly calculate figures and contact the claimant to ensure that costs are mitigated (i.e., storage fees and rental costs).
3. The ACA shall complete initial follow-up with claimants in accordance with applicable DFS regulations.

**E. Correspondence**

1. Correspondence received by the ACA shall be date-stamped on the day it is received. The ACA shall assign new claims to a claim adjuster upon receipt. All other correspondence shall be matched with the appropriate claim file and given to the responsible claims adjuster. Unmatched mail shall be reviewed and appropriate action taken in accordance with the terms of the contract.

**F. Reserves**

1. The initial claim reserve will be established at the time of claim setup and communicated to OGS. The ACA will recommend appropriate claim reserves amounts at all times until the conclusion of the claim, given the available information. Reserves for a claim will be examined and updated as necessary on an ongoing basis throughout the life of the claim.

**G. Contact with OGS**

1. The ACA shall promptly notify OGS and OAG of any new information that indicates a potentially high loss exposure (e.g., a loss exposure of twenty-five thousand dollars (\$25,000) or more).
2. The ACA shall obtain prior written approval from OGS and OAG prior to the settlement of any bodily injury, wrongful death, uninsured motorist or property damage claim.
3. The ACA shall identify and work with OGS to mitigate potential risk vulnerabilities and minimize liability claims.
4. The ACA will keep OGS apprised of all reporting to the Centers for Medicare & Medicaid in a timely manner.
5. Reports:
  - a. The ACA shall provide a monthly status report to OGS and OAG for each open claim file. The reports shall include, at a minimum:
    - i. State driver's name;
    - ii. State agency where driver is employed;
    - iii. Claim number;
    - iv. Claimant's name;
    - v. Type of claim (e.g., bodily injury, no-fault, or property damage);
    - vi. Date of accident;
    - vii. Payee;
    - viii. Payment amount; and
    - ix. Adjuster's name.
  - b. The ACA shall provide OGS with weekly First Party and Loss Transfer Recovery reports. Reports shall include the following for each recovery:
    - i. State driver's name;
    - ii. Claim number;
    - iii. Claimant's name;
    - iv. Type of claim (e.g., first party property damage, loss transfer);
    - v. Date of accident;
    - vi. Payee;
    - vii. Payment amount;
    - viii. Adjuster.
  - c. The ACA shall submit a monthly full-captioned electronic report to OGS for each claim with reserves in excess of ten thousand dollars (\$10,000) and on all open litigation claim files. These full-captioned reports shall include at minimum, the following information:
    - i. Date of loss;
    - ii. State driver's name;
    - iii. Claim number;
    - iv. Background and basis for the claim;
    - v. Names of all parties and attorneys, if there is pending litigation;

- vi. Summary and update of any pending litigation;
  - vii. Percentage of liability;
  - viii. Full and settlement values; and
  - ix. History of all settlement attempts, both before and after the initiation of litigation.
- d. The ACA shall provide weekly property damage and no-fault savings reports.
- e. The ACA shall submit monthly, computerized loss statements to the State, showing open reserves, paid claims, and defined allocated expenses.
- f. The ACA shall prepare and submit monthly Health Care Reform Act (HCRA) reports.
- g. The ACA shall be responsible for producing ad-hoc and customized reports at the request of OGS.

#### **H. Claim Investigation and Appraisals**

1. The ACA, through an independent appraiser or the claims adjuster, shall personally complete all Claim Investigations and Appraisals necessary for the proper adjustment of the claim. The proximate cause of the claim shall be identified.
2. All documents and information obtained as a part of the Claim Investigation shall be retained by the Contractor, for the balance of the calendar year in which they were made and for six (6) additional years thereafter or in accordance with any applicable Litigation Holds and provided to OGS, OAG, and other applicable State agencies upon request.
3. The ACA shall, at no additional cost to the State, complete an Appraisal on all third-party motor vehicle property damage claims that exceed \$2,000 or if it is determined that the damage is questionable by the State or the ACA.
4. The ACA shall, at no additional cost to the State, complete an Appraisal on all first-party vehicle property damage claims if requested by the State.
5. The ACA shall, at no additional cost to the State, complete an Appraisal on third-party claims involving property damage (i.e., other than on motor vehicles) when reasonably necessary as determined by the ACA.

Note: The State reserves the right to request an alternate independent appraiser in the event of a dispute with a claimant or adverse carrier.

6. If private investigators or other professional services are to be used for any aspect of claims investigation, the ACA shall substantiate the need and cost of the same and the use of such shall be approved in writing by OGS prior to assignment.
7. When deemed necessary by the State or the ACA, the ACA shall take statements of all persons involved in the incident. The ACA's claims adjuster shall also take statements from any witnesses that can be discovered and located.
8. All photographs, police reports, fire department reports, medical reports and diagrams obtained as a part of the investigation shall be retained in accordance with NYS DFS regulations including but not limited to 11 NYCRR § 243.3.

9. All claim administration costs paid by the ACA shall, at no additional cost to the State, include allocated expenses that are considered normal costs of doing business, including auto and property damage appraisals, and no-fault bill review. These costs will be encompassed in the flat rate charges of the contractor.

**I. Settlement of Claims**

1. After investigation, the ACA shall make recommendations to OGS regarding next steps taking into consideration options for settlement, arbitration, and all other legal options as are in the best interests of the State in accordance with NYS Executive Law § 203. The OAG will provide legal services for the defense of all litigation, excluding arbitration, against the State, its officers, or employees arising from accidents. The ACA will be responsible for completion of any investigation regardless of when litigation commences and in accordance with Section 2.3.Q - Record Takeover and Turnover.
2. The ACA shall not have settlement authority for claims. The ACA shall submit a request for settlement authority to OGS. If not granted, the ACA will be notified accordingly.

**J. Claims Payments**

On a weekly basis, the ACA shall submit to OGS a list of approved claim payments:

1. The list must also include a statement certifying that the ACA has complied with the terms of the contract prior to the issuance of these checks or drafts. The list must be submitted electronically or faxed.
2. The ACA must establish a claims fund from which all claims payments will be made. The claims fund will be set up as a zero-balance account. Once established, OGS will fund the account electronically and make subsequent replenishment deposits based on the approved weekly payment list. The account shall be available at all times for audit by OGS or other applicable State personnel. The ACA shall release the checks or drafts corresponding with the weekly list upon receipt of the transfer.

**K. Loss Transfer**

1. The ACA shall perform all services necessary to pursue recovery of “no-fault” benefits paid pursuant to Section 5105 of the New York State Insurance Law. There will be no additional compensation for these services.
2. Any funds recovered as a result of this effort shall be made payable directly to the State of New York and forwarded to OGS.

**L. First Party Claims**

1. Any funds recovered shall be made payable to the State of New York and forwarded to OGS Finance, along with appropriate documentation, with a cc to OGS Fleet Management.

**M. Audit**

1. OGS or other State personnel will audit approximately 15% of all active and settled claims on a quarterly basis. The ACA shall make such specific claims determined by the State and office space available.

**N. Lawsuits**

1. Whenever legal action commences on a claim against the State, or an officer or employee of the State, the ACA shall complete the Claim Investigation, in accordance with Section 2.3.H - Claim Investigation and Appraisals, of this Solicitation and provide the OAG with its claim file if requested by OGS.

**O. Arbitration**

1. Upon receipt of a Notice of Arbitration, the ACA shall inform OGS of the hearing date and time.
2. In accordance with Section 2.3.P – Unallocated Expenses, the ACA shall be responsible for obtaining proper legal representation as necessary, to adequately cover all aspects of the arbitration.
3. The ACA will monitor the efforts of its chosen outside legal counsel to ensure the State's interests are adequately protected.

**P. Unallocated Expenses**

In its performance of the services required by this contract, the ACA may incur expenses ("Unallocated Expenses") for things such as:

1. IMEs;
2. Diagnostic Review Groups (DRGs);
3. Legal fees, including but not limited to, representation at No-Fault Arbitrations;
4. Private Investigations;
5. Preparation of Accident Reconstruction Reports;
6. Engineering Surveys;
7. Copying Fees;
8. Expert Witnesses;
9. Surveillance; and
10. Large Equipment Appraisals.

Prior approval for such Unallocated Expenses shall be submitted to OGS and/or OAG, as necessary and such requests shall include all necessary documentation to substantiate the need for such services and the cost proposed including, but not limited to, itemized bills. OGS and/or OAG reserve the right to review all documents, bills, expense reports, files, etc. prepared in relation to the provision of such Unallocated Expenses. Payment for Unallocated Expenses will be made, without any markup.

1. Rates for IMEs and reviews by DRGs must not exceed the then current maximum hourly rates set by Workers Compensation Board. The ACA shall provide a current fee schedule upon request.
2. Legal fees, including but not limited to, representation at No-Fault Arbitrations:

1) shall not exceed the following maximum hourly rates:

For arbitrations that occur in the Eastern District Court counties of Kings, Nassau, Queens, Richmond, and Suffolk and concurrently with the Southern District, the waters within the counties of Bronx and New York: Partners-\$425.00/hour, Associates-\$300.00/hour and Paralegals-\$175.00/hour;

For arbitrations that occur in the Southern District Court counties of Bronx, Dutchess, New York, Orange, Putnam, Rockland, Sullivan and Westchester and concurrently with the Eastern District, the waters within the Eastern District: Partners-\$425.00/hour, Associates-\$300.00/hour and Paralegals-\$175.00/hour;

For arbitrations that occur in the Northern District Court counties of Albany, Broome, Cayuga, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Fulton,

Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Onondaga, Oswego, Otsego, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Schoharie, Tioga, Tompkins, Ulster, Warren, and Washington: Partners-\$350.00/hour, Associates-\$205.00/hour and Paralegals-\$105.00/hour; and

For arbitrations that occur in the Western District Court counties of Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates: Partners-\$350.00/hour, Associates-\$205.00/hour and Paralegals-\$105.00/hour.

and

2) will depend upon the services provided and the title and level of experience of the individual providing such services. Requests for legal fees shall include supporting documentation providing the following: (1) Title(s) of individual(s) providing services (e.g., Senior Partner, Junior Partner, Senior Associate, Junior Associate, Paralegal etc.; and (2) A description of the individual(s) experience providing the requested services to similar clients or in relation to similar matters. The hourly rates requested shall be all-inclusive including all salary and compensation, overhead and internal costs (e.g., administration, secretarial, docket, word processing, accounting, library and other clerical time and all profits, etc.). No additional compensation shall be allowed.

3. All other rates must be commercially reasonable in OGS's sole discretion and the ACA must provide written substantiation of all charges billed before payment can be made.

#### **Q. Record Takeover and Turnover**

1. The ACA will coordinate with the prior ACA and OGS to obtain possession of all records related to open claims and will complete all work necessary to close out such claims.
2. Upon completion or termination of the contract resulting from this RFP, the ACA shall execute a smooth turnover of all records and files concerning open claims to a successor ACA, and or OGS, with no adverse effect on the administration of the program and the payment of claims.

The obligations of this subsection shall survive the expiration or termination of this contract.

#### **R. Training**

1. The Contractor must provide documentation and materials for any training that is included in its proposal. Please include any training, with a description, that you will require OGS to participate in. The ACA Contractor must provide training to OGS and ACA personnel for its online claims system. Such training must be comprehensive. The ACA shall also provide refresher training as well as training for new employees.

### **1.3. STAFFING REQUIREMENTS**

The ACA shall maintain a staffing plan during the term of this contract that provides employees who will be fully dedicated to this contract.

#### **A. ACA Representative**

The ACA must assign and maintain at a minimum one qualified account supervisory individual(s) (hereinafter referred to as the "ACA Representative(s)"), specifically to this contract, that will respond to State inquiries regarding contract services and answer questions related to claims administration. The ACA

Representative(s) must have at least three years' experience handling automobile claims for public or private entities of similar size to those of the State and have proper certification/licenses necessary to carry out the responsibilities of this contract. The ACA Representative assigned to this contract is expected to work at the ACA's location that will service this contract.

**B. Adjusters**

The ACA must assign and maintain at a minimum three adjusters who will be directly responsible for the day-to-day operations of servicing this contract. The adjusters must have at least three years' experience handling automobile claims for public or private entities of similar size to those of the State and have proper certifications/licenses necessary to carry out the requirements of this contract. The adjusters assigned to this contract are expected to work at the ACA's location that will service this contract.

**C. On-Site Staffing Requirement**

The ACA must assign and maintain a minimum of two claim assistants who will be directly responsible for the day-to-day operations of servicing this contract. The claim assistants must have at least three years' experience handling automobile claims for public or private entities of similar size to those of the State and have proper certifications/licenses necessary to carry out the requirements of this contract. The claim assistants assigned to this contract will be permanent employees of the ACA, not the State of New York, but will be expected to work at the Fleet Office in Albany, New York.

**D. Work Hours**

The ACA must provide contract services during the State's normal business hours Mondays through Fridays from 8:00 am to 5:00 pm EST, excluding State Legal Holidays. As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of the State Legal Holidays are available at [http://www.cs.ny.gov/attendance\\_leave/index.cfm](http://www.cs.ny.gov/attendance_leave/index.cfm); once you are on the website, scroll down to Calendars of Legal Holidays and click on the year in question. Notwithstanding the forgoing, any day that is determined to be a floating holiday by the State shall not be considered to be a State Legal Holiday but shall be considered to be a normal work day for the ACA staff assigned to this contract, and the ACA shall provide all contract services on such days. ACA employees are entitled to sick, personal and vacation time in accordance with the terms of their employment with the ACA, but such absences shall not exceed four (4) weeks per calendar year or the ACA shall assign replacement staff as allowed for in this contract.

All meetings with ACA and its staff must be conducted outside of the State's normal business hours, as defined above, so as to not interfere with daily business operations. Any deviations, including meeting with staff during the State's normal business hours may be considered with prior review and approval by OGS.

**E. Staffing Expectations**

OGS expects that all services will be conducted diligently and effectively under the supervision of OGS staff. Further, it is expected that:

1. Any ACA staff shall conduct themselves in a professional manner with OGS staff, other State employees and the general public.
2. Any ACA staff assigned to perform services under this contract shall report to work in appropriate dress and appearance.
3. All ACA staff assigned to perform services under this contract shall comply with all rules and requirements of this contract and all applicable laws, rules, regulations, orders, policies or procedures of the State and/or OGS.



**F. Failure to Provide Staff between Tentative Award and Contract Approval or Commencement of Work**

If for any reason a Proposer provides notice to OGS that they will be unable to provide the minimum staff required after a tentative award has been made, but prior to approval of the contract or prior to the scheduled commencement of work by the Contractor, then OGS may choose to withdraw the award or terminate the contract and make a subsequent award to the next highest-ranking Proposer. The selected contractor shall be required to provide such notice if such a situation arises. (Also see “Inspection” in Section 6.5 – General Requirements)

**G. Staff Replacement After Commencement of Work**

The ACA shall not remove staff assigned under this contract without the prior, written consent of OGS. The ACA’s removal of staff assigned to perform services under this contract without the prior, written consent of OGS is an “unauthorized removal.” An Unauthorized Removal does not include replacing staff for reasons beyond the ACA’s reasonable control, including illness, disability, leave of absence, personal emergency circumstances, resignation, for cause termination of employment, separation, or extended leave situations (the foregoing are collectively referred to as “Unforeseen Gaps in Coverage”). Any Unauthorized Removal may be considered by OGS to be a material breach of this contract, in respect of which OGS may elect to terminate this contract for cause under the termination provisions of this contract (see Section 6.10 - Termination). It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the requirements of this Contract, and loss and damage to the State. The ACA and OGS agree that in the case of any Unauthorized Removal if and when OGS does not elect to exercise its rights under the termination provisions of this contract, the ACA will be responsible for paying liquidated damages, based on the cost proposal, in an amount equal to what OGS pays for staff.

In the event of any Unforeseen Gaps in Coverage, an experienced permanent or temporary replacement must be provided within one business day. Coverage options may include temporary employment services, short term engagement, or similar. If a replacement employee is not provided within one business day, the ACA will be responsible for paying liquidated damages pursuant to Section 2.5 - Liquidated Damages.

Once replaced, the ACA shall, at its own expense, provide an orientation for the replacement staff member(s). The orientation must be conducted outside of the State’s normal business hours as defined in Section 2.4 D – Work hours.

The ACA must notify OGS at least 14 business days before removing or assigning new staff to perform services under this contract and shall provide OGS with the proposed replacement staff member’s resume and any other information reasonably requested by OGS and introduce the proposed individual to OGS Fleet Management’s Director. OGS reserves the right to interview the individual before granting prior written approval of any changes to the ACA staff assigned to perform services under this contract. OGS reserves the right to reject and bar from State facilities any ACA staff. In the event that OGS finds a proposed individual unacceptable, it will provide a written explanation including reasonable detail outlining the reasons for the rejection. OGS may require a 30-calendar day training period for replacement personnel.

**H. Background Check**

For security reasons, all prospective employees and subcontractors that will be performing services hereunder on the State’s premises are to be properly screened in accordance with OGS provided background check guidelines (see Section 6.20 – Background Checks), at the Contractor’s sole expense. Additionally, Contractor and its employees must comply with any other requirements in place for security clearance for the building including the provision of information required by the State Police, if any.

**I. Security Badges**

OGS ID badges will be required and must be prominently displayed at all times by all employees performing work on State premises. OGS will provide initial and/or replacement ID badges to the Contractor at the current OGS rate of \$13.00, which is subject to change. Badges are obtained from the Department of Motor Vehicles system for all employees with a driver license or non-driver ID. Employees who do not have either a New York State Driver’s license or non-driver ID will be required to obtain one in order to process the ID.

## **1.4. COMPUTER SYSTEM**

The ACA must have and maintain a web-based computer system to be used for claims processing that may be accessed by OGS. The system must have:

### **A. Security of Hosting Environment**

1. Policies in regard to the hosting environment:
  - a. Backup policies
  - b. Data center physical security policies
  - c. Firewall policy
  - d. Third Party connection policy
  - e. Remote access policy
  - f. Disaster recovery policy
  - g. Patch management policy
  - h. Anti-virus policy
  - i. Vulnerability management policy
  - j. Password policies
2. Intrusion detection systems.
3. High-availability and scalability features in the hosting environment that are relevant to the proposed system.
4. Quality control and change control processes for making revisions to the application.
5. ISP(s) [Internet Service Provider(s)].
6. Sufficient bandwidth for your data center's internet connection(s).
7. Third party security certification information and/or reports for the application and/or the hosting environment.

### **B. Application Security – Must have:**

1. Sufficient security architecture for the proposed application.
2. Web server OS, web server software, and patch levels.
3. User authentication process.
4. System stores user passwords.
5. Application must provide user-friendly error messages when an error occurs.
6. An inactivity timeout.
7. Application logging.
8. Client access to the application must be via a web browser using the standard HTTPS port.
9. Cookies must be easily enabled to be compatible with NYS Fleet Management.
10. Sufficient granularity of user access control.
11. Safeguards on the system that ensure unauthorized access is not obtained.
12. Provide OGS Fleet Management read access to all data and reports.

### **C. Technical**

1. Allow user defined validation/business rules.
2. State the overall availability of the system.
3. Must have maintenance window.
4. Standard notification timeframe for taking the system down for repair or upgrade.
5. Vendor must be able to convert all NYS data into a readable format, if requested.
6. Help features must include on-line and/or written manuals.
7. Must have service levels for problem resolution.
8. Must have emergency telephone service that is part of your product support. Include local hours (Eastern Time Zone) that this service is available.

### **D. Security Reviews**

OGS is required by New York State policy to conduct periodic security reviews of the outsourced environment to ensure the security and availability of OGS information (See RFP Appendix D – Insurance Requirements).

## **1.5. ADMINISTRATIVE AND REPORTING REQUIREMENTS**

The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, and the cost thereof shall be included in the bid price.

- A. The Contractor is obligated to meet with OGS for an initial meeting within 10 business days of contract approval, and is also obligated to meet with OGS as necessary to discuss the following:
  1. Review job progress; quality of work; and approval and delivery of contract service.
  2. Identify and resolve problems, which impede claims handling.
  3. Coordinate the efforts of all concerned to ensure compliance with all terms and conditions of the contract.
  4. Maintain a sound working relationship between the Contractor and OGS, and a mutual understanding of the contract.
  5. Review the service performance so the contract objectives are met.
- B. The contractor is obligated to provide a written monthly report itemizing services performed during that month.
- C. Ownership of Information
  1. All data and information related to vehicle liability claims and payment thereof obtained by the ACA while administering this contract shall remain the property of the State and will be made available to the State upon request.
  2. The ACA shall be responsible for establishing a record retention plan for all claims files that meets with OGS' approval and complies with the requirements of Section 2.3.H – Claim Investigation and Appraisals of this Solicitation and all applicable laws.

## **2. CONTENT OF RESPONSE**

OGS requests that vendors include the following types of information in their written responses:

- Company Background – Provide general background information regarding your company, including a summary of previous experience in similar types of projects.
- Proposed Work Plan – Provide information regarding a recommended general approach to a project of this size, solution/technology expectations, milestones and an example project plan and/or timeline.
- Issues and Concerns – Provide information regarding any potential issues or concerns that should be considered. Responses may include strength and weakness comparisons of known potential solutions from the vendor's point of view.
- Additional Information – Provide any additional information and/or any other parameters that should be considered or required in order for bidders to respond to a formal solicitation.

Since this RFC is designed as a tool to collect information and shall not result in a procurement contract, it does not fall under the requirements of State Finance Law §§139-j and 139-k (the Procurement Lobbying Law) and there is no restricted period. However, we ask that you direct your questions and responses in writing to the OGS point of contacts listed below.

**RFC #2342 – Automobile Claims Administration Services**

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Financial Administration / Agency Procurement Office  
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Please respond to the information above by **November 18, 2019 by 4:00 pm**. Responses may be submitted by either hard copy or email to the contacts above.

Provide the name of your company, its location, a contact person, phone number, and email address when replying to this RFC. A response does not bind or obligate the vendor to any agreement of provision or procurement of services referenced.