



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 21, 2019

IN REPLY PLEASE
REFER TO FILE: **BRC-1**

INVITATION FOR BIDS - ADDENDUM 1 INSURANCE PROCESSING ADMINISTRATIVE ASSISTANCE FOR THE WOOLSEY FIRE DISASTER DEBRIS REMOVAL PROGRAM SERVICES (BRC0000077)

**Please note that the deadline to submit your bid has been extended to
Tuesday, March 26, 2019, at 5:30 p.m.**

Please take note of the following:

- Please note that there will be a second mandatory Bidders' Conference for this Invitation for Bids (IFB) on **Thursday, March 7, 2019, at 2 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** However, those Bidders who attended the previous Bidders' Conference on Thursday, February 14, 2019, are not required to attend the Bidders' Conference to be held on Thursday, March 7, 2019. Public Works will reject bidders whose attendance cannot be verified at the February 14, 2019, or March 7, 2019, Bidders' Conference.
- An updated Form PW-2.1 has been attached as Enclosure A. Please use Form PW-2.1 when submitting your bid. (Bids submitted with PW-2 may be rejected as nonresponsive.)
- An updated Form PW-19.1 has been attached as Enclosure B. Please use Form PW-19.1 when submitting your bid. (Bids submitted with PW-19 may be rejected as nonresponsive.)
- An updated Exhibit F.1 has been attached as Enclosure C.

All addenda and informational updates will be posted at <http://dpw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Invitation for Bids (IFB). (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.) Section A is the Addendum and Section B is the Questions and Answers.

A. Addendum

1. Any and all reference to Form PW-2, Schedule of Prices, referenced in the IFB has been deleted in its entirety and replaced with **Form PW-2.1**, Schedule of Prices (**Enclosure A**).
2. Any and all reference to Form PW-19, Bidder's Compliance with the Minimum Requirements of the IFB, referenced in the IFB has been deleted in its entirety and replaced with **Form PW-19.1**, Bidder's Compliance with the Minimum Requirements of the IFB (**Enclosure B**).
3. Any and all reference to Exhibit F, Performance Requirements Summary, referenced in the IFB has been deleted in its entirety and replaced with **Exhibit F.1**, Performance Requirements Summary (**Enclosure C**).
4. The Notice of Invitation for Bids has been modified as shown below:

Please note that there will be a second mandatory Bidders' Conference for this Invitation for Bids (IFB) on Thursday, March 7, 2019, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Bidders who attended the previous Bidders' Conference on Thursday, February 14, 2019, are not required to attend the Bidders' Conference to be held on Thursday, March 7, 2019. Public Works will reject bids whose attendance cannot be verified at the February 14, 2019, or March 7, 2019, Bidders' Conference.

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Insurance Processing Administrative Assistance for the Woolsey Fire Disaster Debris Removal Program (BRC0000077) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 3-year term and potential additional two 1-year option renewals. The total contract amount of this service is estimated to be \$2 million for the initial 3-year term combined. Each additional 1-year optional renewal is estimated to be \$500,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Jessica Dunn at (626) 458-4169 or jdunn@dpw.lacounty.gov or Mr. David Pang at (626) 458-7167 or dpang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Note: This Insurance Processing Administrative Assistance for the Woolsey Fire Disaster Debris Removal Program (BRC0000077) contract will be funded with local, State, and Federal funds requiring the Bidders/Contractors to follow all pertinent local, State, and Federal laws and regulations.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/brcd/servicecontracts>.

Public Works' "Business Opportunities" Website Registration:

All interested bidders for this Invitation for Bids (IFB) are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this IFB through the website will receive automatic notification when any updates to this IFB are made. The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.

Minimum Mandatory Requirements: At the time of bid submission, bidders must meet all minimum requirements set forth in the IFB document including, but not limited to:

The Bidding entity must fully meet all the Minimum Mandatory Requirements by itself and is not allowed to use subcontractors to meet the Minimum Mandatory Requirements. Any reference to subcontracting when meeting the Minimum Mandatory Requirements may cause your bid to be rejected. However, if during the course of performing the work, the Contractor wishes to use subcontractors to partially perform the work, it must inform Public Works in advance and obtain Public Works' prior approval. The subcontractor must meet all Minimum Mandatory Requirements, and Public Works, in its sole discretion, may reject Contractor's request for subcontracting work. The successful Contractor will be allowed to subcontract only a portion of the work and the majority of work must be performed by the bidding entity. If subcontracting is allowed by Public Works, no additional compensation other than the prices quoted in Form PW-2, Schedule of Prices, will be allowed.

The Contractors are strongly encouraged to consider the certified vendors, as Community Business Enterprise (CBE) by County of Los Angeles Department of Consumer and Business Affairs, for potential subcontracting opportunities. Upon request, the list of CBEs will be provided by Public Works. Similarly, Contractors are encouraged to consider the vendors certified by the Small Business Administration and the Minority Business Development Agency of the Department of Commerce for potential subcontracting opportunities. The office contact information can be found at <https://www.mbda.gov/businesscenters#4/34.05/-111.95>

1. Bidder must have a minimum of 5 years within the last 7 years of experience in investigating and processing insurance claims; **or Bidder must have a key employee, who is assigned a key role in this contract, who has a minimum of 5 years within the last 7 years of such experience and must have a valid and active State of California Department of Insurance Public Insurance Adjuster, or Insurance Adjuster license.**
2. **If the Bidder meets Minimum Requirement Number 1 by itself having a minimum of 5 years of experience within the last 7 years in investigating and processing insurance claims, such Bidder must also have an assigned key person with at least 3 years or two people with minimum combined 5 years of experience in investigating and processing insurance claims.**
- ~~3. Bidding entity must have a valid and active State of California Department of Insurance Public Adjuster or Insurance Adjuster license.~~
- ~~34. For e~~**Each employee assigned to this contract doing actual investigating and processing of claims, Bidder shall submit copies of such employee's must have a valid and active State of California Department of Insurance Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster license, as well as any other required licenses or certifications required by Federal, State, and local regulations.**
5. Part I, Section 1, B. Minimum Mandatory Requirements has been modified as shown below:
 4. Bidder must have a minimum of 5 years within the last 7 years of experience in investigating and processing insurance claims; **or Bidder must have a key employee, who is assigned a key role in this contract, who has a minimum of 5 years within the last 7 years of such experience and must have a valid and active State of California Department of Insurance Public Insurance Adjuster, or Insurance Adjuster license.**
 5. **If the Bidder meets Minimum Requirement Number 1 by itself having a minimum of 5 years of experience within the last 7 years in investigating and processing insurance claims, such Bidder must also have an assigned key person with at least 3 years or two people with minimum combined 5 years of experience in investigating and processing insurance claims.**

~~6. Bidding entity must have a valid and active State of California Department of Insurance Public Adjuster or Insurance Adjuster license.~~

~~34. For e~~**Each** employee assigned to this contract doing actual investigating and processing of claims, ~~Bidder shall submit copies of such employee's~~ **must have a** valid and active State of California Department of Insurance Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster license, as well as any other required licenses or certifications required by Federal, State, and local regulations.

6. Part I, Section 2, A.5 Licenses has been modified as shown below:

5. Licenses

Submit copies of the:

- a. Bidder's valid and active State of California Department of Insurance, Public Adjuster or Insurance Adjuster License.
- b. Bidder's **Each** employees', assigned to this contract doing actual investigating and processing of claims, valid and active State of California Department of Insurance, Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster licenses.
- c. Any other required licenses or certifications required by Federal, State, and local regulations.

7. Part I, Section 2, A.8 Subcontractors' Forms List has been added as shown below:

8. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the IFB that are applicable to Contractors in general. If Subcontractors are to be employed, the following forms must be completed and submitted for each Subcontractor contemplated:

- | | |
|-------------|--|
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form |
| PW-4 | Contractor's Industrial Safety Record |

PW-5	Conflict of Interest Certification
PW-7	Bidder's Equal Employment Opportunity Certification
PW-9	Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-20	Byrd Anti-Lobbying Amendment Certification

8. The following section has been revised in Exhibit A, Scope of Work, Section D.2, Description of Work:

2. Description of Work

Contractor will provide services that are needed to collect proceeds from insurance policies that property owners have assigned to the County under the ROEs. This work will include but not be limited to, reviewing insurance information from properties that were damaged in the Woolsey Fire, working directly with carriers to collect insurance proceeds that have been assigned to the County, and coordinating with and providing required documentation to the County, homeowners, and/or state agencies, including CalOES.

The Contractor will provide the services and perform the following tasks as appropriate in order to collect available insurance proceeds for each property in accordance with the ROEs: These tasks will not necessarily be performed in the order set forth below.

Task 1: Ascertain Applicable Insurance Coverage

County will provide Contractor with ROE forms that have been executed by property owners that are participating in the CDRP. Contractor will review each ROE form and ascertain the extent of insurance coverage available to pay for fire debris removal and the insurance companies' requirements for submitting fire damage claims. Steps to do this will include, but not necessarily be limited to the following:

- a. contacting the insurance companies listed on the ROE form to obtain policy information;
- b. to the extent that the information on the ROE appears to be incomplete or is incorrect, contacting policy holders and/or insurance carriers to obtain additional information.

Contractor shall also notify insurers, as appropriate, of the claims or potential claims for each property **and of the property owners' assignment of debris removal insurance benefits and proceeds to the County.**

Task 2: Preparation of Claims

County will provide Contractor with a breakdown of costs and services for the debris removal that is performed on each property **once it receives this information.** If Contractor determines that the information provided by County is incomplete, it shall notify County of the information that is missing within three days or as soon thereafter as is reasonably feasible. Upon receipt of information needed to prepare a claim for reimbursement of the costs of debris removal, Contractor shall prepare such claim in the format required by the applicable insurance companies, including supporting documentation.

Task 3: Submittal of Claims

Contractor will follow instructions or requirements of applicable insurance companies when submitting claims on behalf of the County. Contractor shall submit claims to the applicable insurance companies in a timely manner upon receipt of the information from County, in accordance with applicable requirements and procedures of the insurance company. **The Contractors shall notify the insurer that all payments must be made payable to the County.**

Task 4: Collection of Insurance Proceeds

Once it submits a claim, Contractor shall provide additional information or clarification requested by the insurance company, and follow up with the insurance company if it does not receive a response to the claim and claim payment

in a timely fashion. County will cooperate with Contractor to obtain information requested by the insurance company. If a claim is denied, Contractor shall ascertain the reason for the denial, correct any deficiencies and provide additional clarifications, and notify the County. If appropriate, the Contractor shall resubmit the claim with additional information. **Once the claim information is complete, the Contractor shall make at least three attempts to collect any the policy benefits that are due from the insurer.**

- b. for policies that provide specific and separate coverage for debris removal, the insurance company should be able to process the claim and make a payment once it receives a complete claim submittal.
- c. for policies that do not provide specific and separate coverage for debris removal, but debris removal coverage is included within another larger coverage category, payment to County is limited to the unused benefit amount, after the residence is rebuilt. Therefore, the insurance company may not be able to process the claim and make a payment until the rebuilding is complete.

Task 4A: Collection of Proceeds Erroneously Paid to the Property Owner

If the insurer denies a claim in full or in part because it has already paid the policy proceeds to the property owner including the proceeds covering debris removal, the contractor must seek payment from the property owner. The contractor shall make reasonable efforts to collect from the property owner those policy proceeds attributable to debris removal. Those efforts must include, but not necessarily be limited to, the following:

- a. **notifying the property owner that policy proceeds that they assigned to the County to cover debris removal may have been improperly paid to them and that they will be required to pay such proceeds to the County once the amount of the debris removal portion of the claim is known.**

- b. for policies that provide specific debris removal coverage, the contractor shall bill the property owner for the debris removal costs upon receiving the debris removal cost breakdown from the County. The contractor shall not bill the property owner more than the amount of benefits that the property owner received for debris removal. The amount shall be due and payable to the County no more than 30 days after the date of the invoice, with a copy to the County. If no payment is received within 30 days, the County will notify the contractor, and the contractor shall send a second request for payment.
- c. for policies that do not provide specific and separate coverage for debris removal, but debris removal coverage is included within another larger coverage category, the contractor shall send a notification to the property owner upon receiving the debris removal cost breakdown, and shall notify the property owner that, once the covered cost of rebuilding is known, the property owner will be required to pay the County any unused benefits up to the cost of the debris removal. The contractor shall follow up with the property owner at least once every 6 months to determine the status of rebuilding. Once the property owner has completed rebuilding, the contractor shall obtain from the property owner a breakdown of covered rebuilding expenses and shall verify the extent to which building expenses are covered by the policy. The Contractor shall then bill the property owner for the balance of the proceeds received, up to the cost of debris removal. The amount shall be due and payable to the County no more than 30 days after the date of the invoice, with a copy to the County. If no payment is received within 30 days, the County will notify the contractor, and the contractor shall send at least two additional requests for payment.
- d. the contractor shall seek payment from the insurer of any underpayment of the debris removal costs, up to the policy limit.

9. The following section has been revised in Exhibit A, Scope of Work, Section J, Responsibilities of the Contractor:

1. Contractor **and/or its employees** shall maintain a valid and active State of California Department of Insurance Public Adjuster license, Apprentice Public Insurance Adjuster, or Insurance Adjuster License, **as needed to meet the minimum requirements of this contract.**

C. Questions and Answers

The following answers are in response to the request for information and clarification and other questions submitted by Bidders for the Insurance Processing Administrative Assistance for the Woolsey Fire Disaster Debris Removal Program Services (BRC0000077). Questions presented in this Addendum represent the questions asked by the Bidders in the form and context submitted.

1. **Question:** Will being bilingual in Spanish be a useful skill?

Answer: Being bilingual in Spanish is a useful skill but not required for the purposes of this contract.

2. **Question:** Will the work will be completed remotely?

Answer: All work shall be done in the contractor's business premises.

3. **Question:** In order to not restrict competition, we kindly request that the County allow the requirement for a CA Licensed Insurance Adjuster apply to the Prime or Sub-contractor as required for the scope of services

Answer: The license requirement for the State of California Department of Insurance Public Adjuster and Insurance Adjuster license remains unchanged, as indicated in the IFB, Part I, Paragraph B, Minimum Mandatory Requirements.

The Bidding entity must fully meet all the Minimum Mandatory Requirements by itself and is not allowed to use subcontractors to meet the Minimum Mandatory Requirements. Any reference to subcontracting when meeting the Minimum Mandatory Requirements may cause your bid to be rejected. However, if during the course of performing the work, the Contractor wishes to use subcontractors to partially perform the work, it must inform Public Works in advance and obtain Public Works' prior approval. The subcontractor must meet all Minimum Mandatory Requirements, and Public Works, in its sole discretion, may reject Contractor's request for subcontracting work. The successful Contractor

will be allowed to subcontract only a portion of the work and the majority of work must be performed by the bidding entity. If subcontracting is allowed by Public Works, no additional compensation other than the prices quoted in Form PW-2, Schedule of Prices, will be allowed.

Please note that the Minimum Mandatory requirements have been revised. Please refer to Section A, Addendum, No. 4, for the revised language in the IFB.

4. **Question:** Is the County planning on extending the proposal deadline? I'm concerned about the timing since proposals are due mid-next week (Wednesday 2/27) and want to make sure all vendors have sufficient time to address and/or incorporate the answers into their proposals?

Answer: The deadline to submit your bid has been extended to Tuesday, March 26, 2019, at 5:30 p.m.

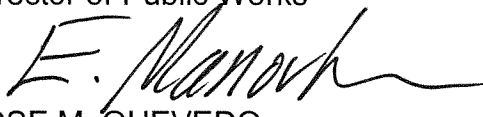
If you have any questions concerning the above information, please contact Ms. Jessica Dunn at (626) 458-4169 or Mr. David Pang at (626) 458-7167, Monday through Thursday, 7 a.m. to 5 p.m.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA
Director of Public Works


JD: JOSE M. QUEVEDO
Assistant Deputy Director
Business Relations and Contracts Division

JD

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Enc.

**SCHEDULE OF PRICES
FOR**

**INSURANCE PROCESSING ADMINISTRATIVE ASSISTANCE FOR THE WOOLSEY FIRE
DISASTER DEBRIS REMOVAL PROGRAM (BRC0000077)**

The undersigned Bidder offers to perform the work described in the IFB, Scope of Work for the following price(s). The Bidder rate(s) (hourly, monthly, per claim, etc.) shall include all administrative costs, labor, supervision, overtime, reports, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Rate	Estimated Unit	Total Price (Rate x Estimated Units)
1.	Rate for Insurance Claim Processing	\$ _____/Claim	1200	\$ _____
2.	Rate for Insurance Claim Processing - No coverage or No insurance	\$ _____/ Claim	200	\$ _____
3.	Hourly Rate for Additional Administrative Work	\$ _____/ Hour	300	\$ _____
ESTIMATED TOTAL UNITS			1700	
TOTAL PROPOSED PRICE FOR A BASE TERM OF 3 YEARS				\$ _____

LEGAL NAME OF BIDDER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
BIDDER'S ADDRESS:		
E-MAIL		
PHONE	MOBILE	FACSIMILE

**BIDDER'S COMPLIANCE WITH THE
MINIMUM REQUIREMENTS AFFIRMATION
INSURANCE PROCESSING ADMINISTRATIVE ASSISTANCE FOR THE WOOLSEY FIRE
DISASTER DEBRIS REMOVAL PROGRAM (BRC0000077)**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification. Please attach additional pages if needed.

At the time of Bid submission, Bidder must meet the following minimum requirements:

The Bidding entity must fully meet all the Minimum Mandatory Requirements by itself and is not allowed to use subcontractors to meet the Minimum Mandatory Requirements. Any reference to subcontracting when meeting the Minimum Mandatory Requirements may cause your bid to be rejected. However, if during the course of performing the work, the Contractor wishes to use subcontractors to partially perform the work, it must inform Public Works in advance and obtain Public Works' prior approval. The subcontractor must meet all Minimum Mandatory Requirements, and Public Works, in its sole discretion, may reject Contractor's request for subcontracting work. Contractors will be allowed to subcontract only a portion of the work and the majority of work must be performed by the bidding entity. If subcontracting is allowed by Public Works, no additional compensation other than the prices quoted in Form PW-2, Schedule of Prices, will be allowed.

The Contractors are strongly encouraged to consider the certified vendors, as Community Business Enterprise (CBE) by County of Los Angeles Department of Consumer and Business Affairs, for potential subcontracting opportunities. Upon request, the list of CBEs will be provided by Public Works. Similarly, Contractors are encouraged to consider the vendors certified by the Small Business Administration and the Minority Business Development Agency of the Department of Commerce for potential subcontracting opportunities.

Any inconsistencies or inaccuracy in the information provided on this form and/or your Bid may subject your Bid to disqualification or other actions, at the sole discretion of the County.

At the time of Bid submission, Bidder must meet the following minimum requirements:

1. Bidder must have a minimum of 5 years within the last 7 years of experience in investigating and processing insurance claims or Bidder must have a key employee, who is assigned a key role in this contract, who has a minimum of 5 years within the last 7 years of such experience and must have a valid and active State of California Department of Insurance Public Insurance Adjuster, or Insurance Adjuster license.

Bidder's Name or Bidder's Key Employee	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Service/Experience

Bidder's or key employee's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas: background, organizational structure, identifying roles of employees and providing resumes, providing additional information for staff involved in this Contract, and demonstrating how the Bidder complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements, if any. **(Please attach additional pages if needed.)**

- ☐ Yes. Bidder does meet the experience requirement stated above.
- ☐ No. Bidder does not meet the experience requirement stated above. **If you check this box, your Bid will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH THE
MINIMUM REQUIREMENTS AFFIRMATION
INSURANCE PROCESSING ADMINISTRATIVE ASSISTANCE FOR THE WOOLSEY FIRE
DISASTER DEBRIS REMOVAL PROGRAM (BRC0000077)**

2. If the Bidder meets Minimum Requirement Number 1 by itself having a minimum of 5 years of experience within the last 7 years in investigating and processing insurance claims, such Bidder must have an assigned key person with at least 3 years or 2 people with minimum combined 5 years of experience in investigating and processing insurance claims.

Bidder's Key Person(s) Names	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Service/Experience

Bidder's assigned key persons' capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss key role of employees and providing resumes. **(Please attach additional pages if needed.)**

- ☐ Yes. Bidder's Key Person(s) does meet the experience requirement stated above.
- ☐ No. Bidder's Key Person(s) does not meet the experience requirement stated above. **If you check this box, your Bid will be immediately disqualified as nonresponsive.**

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**BIDDER'S COMPLIANCE WITH THE
MINIMUM REQUIREMENTS AFFIRMATION
INSURANCE PROCESSING ADMINISTRATIVE ASSISTANCE FOR THE WOOLSEY FIRE
DISASTER DEBRIS REMOVAL PROGRAM (BRC0000077)**

3. Each employee assigned to this contract doing actual investigating and processing of claims, must have a valid and active State of California Department of Insurance Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster license, as well as any other required licenses or certifications required by Federal, State, and local regulations.

- ☐ Yes. Bidder has provided and submitted copies of its employee, assigned to this contract doing actual investigating and processing of claims, valid and active State of California Department of Insurance Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster license, as well as any other required licenses or certifications required by Federal, State, and local regulations. Please complete the chart below. (In addition to responding on this form, please submit copies of the licenses.)

Name of License Holder (Bidder's Employees Assigned to this Contract doing actual investigating and processing of claims)	Type of License (State of California Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster License; and other required licenses or certifications required by Federal, State, and local regulations)	License No.	Valid Dates

*Attach copies of the valid and active State of California Department of Insurance Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster license, as well as any other required licenses or certifications required by Federal, State, and local regulations. **(Please attach additional pages if needed.)**

- ☐ No. Bidder does not meet the license requirement stated above. **If you check this box, your Bid will be immediately disqualified as nonresponsive.**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected at the sole discretion of the County.

Signature:	Title:
Firm Name:	Date:

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. CLAIMS PROCESSING				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency;	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Ascertain Applicable Insurance Coverage	Took appropriate steps to ascertain applicable insurance coverage for each property and notify insurers of claims and potential claims for each property and of the property owners' assignment of debris removal insurance benefits and proceeds to the County.	\$500 per occurrence of failing to take appropriate steps to ascertain applicable insurance coverage.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Preparation of Claims	Prepared a claim for reimbursement of the costs of debris removal	\$500 per claim due to failure to comply with all requirements of this Task.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Submittal of Claims	Submitted claims to the applicable insurance companies within a timely manner upon receipt of the information from County in accordance with insurance company requirements.	\$500 per claim due to failure to comply with all requirements of this Task.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Collection of Insurance Proceeds	Provided additional information or clarification requested by the insurance company, followed up with insurance company regarding approval of claim, ascertained the reason for denial of a claim, corrected deficiencies identified by insurance company and provided additional clarification, and resubmitted the claim if appropriate, and notified the County of any claim denial or incomplete payment.	\$500 per claim due to failure to comply with all requirements of this Task.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Collection of Proceeds Erroneously Paid to the Property Owner	<p>a. Notify and make reasonable efforts to seek payment from the property owner to collect those policy proceeds attributable to debris removal which have already been paid by the insurer.</p> <p>b. Bill the property owner for the debris removal costs, which shall not be more than the amount of benefits received for debris removal.</p> <p>c. Seek payment from the insurer of any underpayment of the debris removal costs, up to the policy limit.</p>	\$500 per claim due to failure to comply with all requirements of this Task.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
B. REPORTS/DOCUMENTATIONS				
1. Weekly/Monthly/ Reports	Submitted to Contract Manager weekly/monthly report and documents for State and Federal agency reporting and auditing requirements and for County reimbursement.	\$100 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
	Prepared reports and documents for the transmittal of payments by the County to the State and Federal agency	\$100 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Database	Developed and maintained database to the satisfaction of the County to document an inventory of all property insurance and claims for each property, all property-specific debris removal cost information; claims submittals, other correspondence and claims activity, and recoveries.	\$100 per occurrence per report due to failure in providing updated database and supporting documentation upon County's request.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Invoicing	Provided County invoice by task monthly based on hours worked within the prior calendar month. Invoice shall be submitted to County no later than fifteen (15) calendar days following the end of each calendar month, based on the unit rates as listed in Form PW-2, Schedule of Prices	\$50 per invoice per month that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Additional Administrative Work	Received written or verbal authorization for the work from the Contract Manager in accordance with Paragraph L-Additional Administrative Work, and in the case of verbal authorization followed up with a written estimate of the work within 24 hours.	Contractor is not entitled to compensation for Additional Work performed without proper authorization in accordance with the Exhibit A Scope of Work, Paragraph L-Additional Administrative Work.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Contractor and Employee's maintenance of State License	Contractor's employees', assigned to the contract, shall maintain a valid and active State of California Department of Insurance, Public Insurance Adjuster, Apprentice Public Insurance Adjuster, or Insurance Adjuster licenses.	\$100 per employee per day who does not have a valid and active license.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract. The County, in its discretion, may apply the deductions/consequences for failure to meet performance indicators and deduct the amount from amount paid to the Contractor in accordance with Exhibit A, Scope of Work, Paragraph N.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. License and Certification	All license and certifications required to perform the work, if any, including a valid and active State of California Department of Insurance, Public Adjuster license, Apprentice Public Insurance Adjuster, or Insurance Adjuster licenses.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	