



# REQUEST FOR QUALIFICATIONS

FOR

Professional Team Hydrological and  
Hydraulic Consulting Services  
Florida Commission on Hurricane Loss  
Projection Methodology

Issue Date: September 6, 2022

State Board of Administration  
1801 Hermitage Blvd., Suite 100  
Tallahassee, FL 32308

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## ATTACHMENTS:

- APPENDIX A – SCOPE OF SERVICES
- APPENDIX B – STANDARD CLAUSES FOR SBA CONTRACTS
- EXHIBIT 1 – AFFIRMATIONS AND EXCEPTIONS/DISCLOSURES
- EXHIBIT 2 – SERVICES QUESTIONNAIRE
- EXHIBIT 3 – VENDOR QUESTIONNAIRE
- EXHIBIT 4 – FEE PROPOSAL
- RESPONSE SUBMISSION CHECKLIST

**NOTE: TO VIEW ATTACHMENTS, DOWNLOAD FILE AND OPEN WITH ADOBE, NOT A WEB BROWSER**

# 1 RFQ TIMELINE

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RFQ Time Schedule and Deadlines – all activities are by 5:00 pm Eastern Time Zone

Issuance of RFQ	September 6, 2022
RFQ Response Deadline	October 4, 2022
Vendor Interviews	October 19 – 24, 2022
Final Selection by SBA on or before	October 25, 2022

*Note: The SBA reserves the right, in its discretion to change the RFQ Timeline without liability. Changes will be communicated directly to the solicited Vendors via email. The timing and sequence of events resulting from this RFQ will be determined solely by the SBA.*

# 2 DESIGNATED CONTACT

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Jennifer Williams  
State Board of Administration of Florida  
1801 Hermitage Boulevard, Suite 100  
Tallahassee, Florida 32308  
Phone: 850-488-4406  
Email: [procurement@sbafla.com](mailto:procurement@sbafla.com)

*Do not contact other SBA staff or any member of the SBA's Board of Trustees (or their respective staff) regarding this solicitation request. Direct all correspondence during the solicitation process to the contact listed above.*

# 3 PURPOSE

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Section 627.0628, Florida Statutes, created the Florida Commission on Hurricane Loss Projection Methodology (Commission) for the purpose of developing standards and reviewing hurricane computer simulation models used in the development of residential property insurance rates, flood computer simulation models used in the development of personal residential property insurance rates, and the calculation of probable maximum loss levels from hurricane and flood perils. The Commission has developed a process for the review of all computer simulation models submitted for acceptability under the hurricane and flood standards. The Process for Determining the Acceptability of a Computer Simulation Hurricane Model, the Hurricane Standards, the Process for Determining the Acceptability of a Computer Simulation Flood Model, and the Flood Standards are published in the Commission's *Hurricane Standards Report of Activities* and *Flood Standards Report of Activities* which are available on the Commission website, [www.sbafla.com/methodology](http://www.sbafla.com/methodology), under Commission Documents.

Modeling organizations that produce a computer simulation hurricane or flood model (model) have trade secrets regarding the design and construction of that model and are unwilling to reveal those trade secrets to the Commission during the public meetings that the Commission holds. The modeling

organizations are willing to reveal all of their trade secrets if that information can remain confidential and within their control. Since certain trade secret information might otherwise become publicly available in a Commission meeting, the Commission has authorized a team of experts known as the Professional Team to thoroughly review the models on-site at the modeling organization on behalf of the Commission.

The Professional Team consists of individuals having professional credentials in the following disciplines (each area being represented by at least two individuals): Meteorology, Hydrology and Hydraulics, Structural Engineering, Coastal Engineering, Actuarial Science, Statistics, and Computer/Information Science. The work of the Commission and the role of the Professional Team are described in the *Hurricane Standards Report of Activities* and the *Flood Standards Report of Activities*.

## 4 GENERAL INFORMATION AND BACKGROUND

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### 4.1 GENERAL INFORMATION

The SBA intends to enter into a contract with one Vendor. If a Respondent desires to work in concert with one or more vendors, then each vendor must complete separately the services questionnaire and the services affirmation statement set forth in this solicitation in order for all vendors to be considered as Respondents for this engagement. The final fee and the basis thereof will be determined during contract review and negotiation.

### 4.2 OVERVIEW OF THE FHCF

The Florida Hurricane Catastrophe Fund (“FHCF”) was created by Section 215.555, Florida Statutes (“Act”), in November 1993 for the purpose of reimbursing certain insurers writing policies covering residential property in the State of Florida for a portion of their catastrophic hurricane losses. The FHCF is a trust fund established for bond covenants, indentures or resolutions within the meaning of Article III, Section 19(f)(3) of the Florida Constitution.

Pursuant to the governing Act, the FHCF is administered by the State Board of Administration of Florida (“SBA”). The SBA is a constitutional entity of Florida state government that provides a variety of investment services to various governmental entities, one of those being the FHCF. The Board of Trustees (“Board” or “Trustees”) governs the SBA. The Board is comprised of the Governor, the Chief Financial Officer, and the Attorney General.

The Trustees delegate authority to the Executive Director and Chief Investment Officer of the SBA, who serves at the discretion of the Trustees. The Executive Director and Chief Investment Officer is responsible for managing and directing all administrative, personnel, budgeting, investment policy, and investment functions. The management and day-to-day operations of the FHCF is the responsibility of the FHCF Chief Operating Officer, who reports directly to the Executive Director and Chief Investment Officer.

The mission of the FHCF is to responsibly and ethically administer the FHCF by:

1. Understanding the catastrophe financing needs of its beneficiaries and stakeholders
2. Striving to satisfy a portion of the hurricane catastrophe financing needs of insurers in order to create additional insurance capacity for the state

3. Protecting the public interest by maintaining insurance capacity in the state
4. Providing exceptional investment, financial, and administrative services.

The primary roles of the FHCF are to administer the fund, staff the Commission, and administer the SBA's Insurance Capital Build-Up Incentive Program.

Additional information regarding the SBA and the FHCF is available on the FHCF's website located at [www.sbafla.com/fhcf](http://www.sbafla.com/fhcf).

## 5 SOLICITATION REQUIREMENTS

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### 5.1 DISCLOSURE OF RESPONSE CONTENTS

- 5.1.1 Florida places a high priority on the public's right of access to governmental meetings and records. Pursuant to Chapter 119, Florida Statutes, the Florida Public Records Law, documents and records made and received by the SBA in response to this solicitation are public records and must be made available for inspection in accordance with the provisions of Chapter 119, unless an exemption is applicable.
- 5.1.2 If information is provided that could reasonably be ruled a "trade secret" as defined in Section 812.081 or Section 688.002, Florida Statutes, include such information in a separate redacted version clearly marked – "Trade Secret." Information Designation of items as "trade secret" by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes.
- 5.1.3 By submitting a response, each Respondent further understands and agrees that the SBA shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in any response, during any oral presentation, or otherwise in connection with this solicitation in negotiating and entering into any contract or for any purpose.
- 5.1.4 The SBA shall have such rights regardless of whether the SBA enters into any contract with such Respondent or any Respondent under this solicitation, successfully negotiates any contract with any Respondent, rejects any or all responses to this solicitation, amends or withdraws this solicitation at any time, or otherwise satisfies its needs through alternative means.

### 5.2 CONTRACT CLAUSES

- 5.2.1 The selected Respondent must accept and enter into a written services contract with the SBA to include the specific scope of work and SBA specific terms and conditions. See **Standard Clauses for SBA Contracts**, attached hereto as Appendix B.
- 5.2.2 If Respondent does not agree to any terms specified within this solicitation, including the **Standard Clauses for SBA Contracts** (Appendix B), Respondent shall specifically identify exceptions or submit a red-line addendum containing all proposed changes with response. Final language will be negotiated in the contract negotiation phase.
- 5.2.3 The contract will not include exculpatory clauses absolving the Respondent from liability arising from its actions.
- 5.2.4 The contract will not include binding arbitration provisions, such as those typically found in Alternative Dispute Resolution Procedures.

- 5.2.5 Any contract awarded as a result of this solicitation must be in full conformance with statutory and other legal requirements of the State of Florida.

### 5.3 RESPONDENT GUARANTEES

- 5.3.1 All terms and conditions submitted in response to the solicitation (all parts) must be guaranteed to remain effective and may not be changed, amended, modified, qualified, or otherwise altered by the selected Respondent(s) for a period beginning on the date of the response filing deadline for this solicitation, and ending at the execution of the related, negotiated contract.
- 5.3.2 The submission of a response indicates the Respondent's acceptance of the conditions contained in this solicitation, unless clearly and specifically noted in the response submitted and confirmed in the contract between the SBA and the Respondent selected. All responses shall remain valid and binding for at least 180 days from the date of submission.
- 5.3.3 Any response which contains false or misleading statements, or which provides references which do not support an attribute, condition, or capability claimed in the response document, will not be considered by the SBA if, in the opinion of the SBA, such false or misleading statement was intended to mislead the SBA in its evaluation of the response.

### 5.4 CONFLICTS OF INTEREST

- 5.4.1 The Respondent must disclose whether any officer, director, employee, or agent is also a current or former employee of the SBA. All Respondents must further disclose any factors, financial or otherwise, known to them which may give rise to a conflict of interest between the Respondent and the SBA and its employees, or have the effect of impacting the ability of the Respondent to meet its responsibilities, duties, and obligations to the SBA, as set forth in this solicitation.
- 5.4.2 The Respondent must explain in detail any potential for conflict of interest that would be created if the Respondent provided services to the Commission. Include any activities of affiliated, subsidiary or parent organizations as well as other client relationships that might inhibit services to the SBA. Please disclose any business relationships and/or financial arrangements with any compliance system provider or investment manager that currently provides, or might be eligible to provide, compliance or investment management services to the SBA.

### 5.5 SUBCONTRACTORS

The Respondent shall not utilize any subcontractor(s) to provide any portion of the services outlined in this solicitation.

### 5.6 FEE PROPOSAL

Each Respondent is required to submit a separate fee proposal as part of the Response Package. Submit an hourly rate, exclusive of travel costs. The SBA will reimburse travel costs in accordance with state travel guidelines as provided in Section 112.061, Florida Statutes.

## 5.7 SCOPE OF SERVICES

In response to this solicitation, the successful Respondent must demonstrate exceptional credentials and expertise in the area described in the Scope of Services. The full Scope of Services is specified in Appendix A.

## 5.8 MINIMUM QUALIFICATIONS

- 5.8.1 Respondents must be determined by the SBA, at its sole determination, to be capable of providing the services required in this solicitation. A Respondent, if requested, must be prepared to present evidence of experience, ability, and sufficient time necessary to satisfactorily meet the requirements set forth or implied in its response.
- 5.8.2 The Respondent may have provided similar consulting services to those contemplated in the solicitation.
- 5.8.3 A successful Respondent must agree to maintain confidentiality of all trade secret data and information reviewed.
- 5.8.4 The Respondent must be available to travel and to attend meetings. Estimated travel is twelve to sixteen weeks throughout the year for several days which includes on-site reviews at modeling organization offices, Commission meetings, and Professional Team meetings. Hurricane model reviews occur every other year and flood model reviews occur once every four years. The model review cycle requires travel three out of every four years. Commission meetings are held in Tallahassee, Florida unless special circumstances arise.
- 5.8.5 The Respondent must have the following credentials:
  - 1) Advanced degree in relevant science or engineering area
  - 2) Minimum five years' experience in flood related damage to personal residential structures
  - 3) Knowledge and understanding of flood characteristics, flood hazard data analysis, FEMA flood hazard maps, floodplain management regulations, major flood control measures, and flood mitigation measures
  - 4) Familiarity with catastrophe computer simulation models

# 6 ADDITIONAL INFORMATION

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## 6.1 RESPONSE OWNERSHIP

All material submitted by Respondents in conjunction with this solicitation shall become the property of the SBA and will not be returned. Responses submitted may be reviewed and evaluated by persons designated by the SBA, in its sole discretion. The SBA reserves the right to use any portions of the Respondent's response not specifically noted as proprietary.

## 6.2 RESPONDENT'S COST

The SBA shall not be liable or responsible for any costs incurred by any Respondent for preparing and submitting any response to this solicitation, attending any oral interview or hosting any on-site visit, if necessary, or for any other activities or occurrences related in any way to this solicitation prior to the issuance of a contract. The SBA shall pay the selected Respondent(s) after the execution of the contract in accordance with the compensation

schedule agreed upon by the SBA and the successful Respondent. The SBA will not pay expenses and costs incurred outside the scope of the applicable compensation schedule.

### 6.3 RIGHT TO AMEND AND/OR WITHDRAW

- 6.3.1 The SBA, in its sole discretion, reserves the right to amend or withdraw this solicitation at any time and for any reason. Issuance of this solicitation in no way constitutes a commitment by or obligation of the SBA to enter into any contract, and the SBA may, in its sole discretion, reject all responses to this solicitation for any reason whatsoever.
- 6.3.2 The SBA reserves the right to correct inaccurate awards resulting from its clerical errors.
- 6.3.3 Any corrections or changes to this solicitation will be issued by the SBA, will be identified as a correction or change, and will be posted on the SBA and Commission websites. Corrections or changes made in any other manner will not be binding. It is the responsibility of the Respondent to obtain all corrections and changes.

### 6.4 WOMEN- AND MINORITY-OWNED BUSINESSES

The SBA supports and encourages diversity and participation of small and minority business enterprises in contracting. Individuals submitting a response to this solicitation are encouraged to identify if they are certified or non-certified women- and minority-owned or veteran business partners in the Vendor Questionnaire exhibit.

## 7 RESPONSE SUBMISSION REQUIREMENTS

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### 7.1 RESPONSE PACKAGE REQUIREMENTS

- 7.1.1 Respondent must submit a complete response to this solicitation in conformance with the format and content requirements set forth herein. Failure to conform may be considered appropriate cause for rejection of the response. For questions that are not applicable to the Respondent, please notate N/A as the response.
- 7.1.2 The Designated Contact must receive all responses by the response deadline specified in the timeline section.
- 7.1.3 Late responses may not be considered. Respondents assume all risks for timely, properly submitted bid deliveries, and are encouraged to submit responses prior to the due date.
- 7.1.4 Failure to utilize the forms provided or follow the format described herein may result in disqualification of your response.
- 7.1.5 The SBA does not require, nor desire, any excessive promotional material which does not specifically address the response requirements of the solicitation. Respondents are asked to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

### 7.2 RESPONSE FORMAT AND CONTENT

Provide the following information in the order requested and using the forms provided, where applicable. Responses must be submitted in adobe acrobat .pdf format via email to the Designated Contact.



- 7.2.1 Cover page with Respondent name and RFQu name
- 7.2.2 Redlined version of standard clauses in Appendix B, as applicable
- 7.2.3 Redacted response, as applicable
- 7.2.4 Respondent Affirmations and Exceptions/Disclosures (Exhibit 1)
- 7.2.5 Services Questionnaire (Exhibit 2)
- 7.2.6 Vendor Questionnaire (Exhibit 3)
- 7.2.7 Fee Proposal (Exhibit 4)

## 8 AWARD

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### 8.1 REJECTION/ACCEPTANCE OF RESPONSES

The SBA will be the sole judge of the Respondent's responsiveness to the solicitation and reserves the right to reject, in whole or in part, any or all responses, with or without cause, without incurring any liability whatsoever.

### 8.2 ORAL AGREEMENTS

Any alleged oral agreement or arrangement made by a Respondent with the SBA or any employee of the SBA shall be superseded by the written contract between the SBA and such Respondent.

### 8.3 FINAL CONTRACT NEGOTIATION

- 8.3.1 The SBA will enter into contract negotiations with the selected Respondent to finalize terms, fees, and conditions. This solicitation and the selected Respondent response, or any part thereof, may be included in and made a part of the final contract.
- 8.3.2 If, in the sole opinion of the SBA, an acceptable contract with the selected Respondent cannot be reached, the SBA reserves the right to negotiate with the next preferred Respondent or to take any other actions, in its sole discretion, as contemplated by this solicitation.

### 8.4 CONTRACT TRANSPARENCY

- 8.4.1 The resulting contract and all attachments shall be considered a public document and subject to Florida public records laws pursuant to Chapter 119, Florida Statutes.
- 8.4.2 Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational Agreements on its website, and the resulting contract will be one of the agreements posted.

### 8.5 CONTRACT TERM

The contract term is expected to be five years. The contracts will be subject to annual review of rates if there are significant changes in the scope of services or other circumstances that may warrant a review.

Note: The contract will be with the SBA, not the Commission. By law, the Commission is assigned to the SBA, and the SBA, as a cost of administration of the FHCF, provides for travel expenses and staff support for the Commission. See Section 627.0628(2)(a) and (f), Florida Statutes.