



**REQUEST FOR PROPOSALS No. 17-0021
FOR
ENTERPRISE RISK MANAGEMENT SYSTEM**

PROPOSAL DUE DATE: August 17, 2017

[See Section 1.8 for the Calendar of Events]

Refer ALL Inquiries to:

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**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION
627.351(6)(e), FLORIDA STATUTES, CONSTITUTES A WAIVER OF PROCEEDINGS.**

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CHECKLISTS

The following checklist identifies the mandatory documents that must be included in a Proposal. Failure to provide any of these mandatory documents shall result in disqualification of the Vendor (as non-responsive).		
	MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Proposal on a compact disc (CD);	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Proposal on CD (required only if Vendor considers portions of its Proposal confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment D, Minimum Requirements Acknowledgement Form	3.6, Folder 2
<input type="checkbox"/>	Attachment E, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment F, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment G, Financial Documents (as requested in Attachment G)	
<input type="checkbox"/>	Attachment H, Vendor Questionnaire	3.6, Folder 3
<input type="checkbox"/>	Attachment I, Price Sheet	3.6, Folder 4
<input type="checkbox"/>	Proposed Contract Documents	3.6, Folder 5

The following checklist identifies the non-mandatory documents that may be included in a Proposal.		
	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6, Folder 1
<input type="checkbox"/>	Attachment A, Vendor Diversity Declaration Form	
<input type="checkbox"/>	Attachment B, Certification of Drug-Free Workplace Form	
<input type="checkbox"/>	Attachment C, Vendor Contact Information	

SECTION 1 INTRODUCTION

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed proposals (**Proposals**) from firms (**Vendors**) capable of providing an Enterprise Risk Management System using a Software as a Service delivery model (**Services**). The Services are more fully described in Section 2 of this Request for Proposals (**RFP**).

Proposals will be evaluated using the evaluation criteria set forth in Section 3.7 below. The evaluation will be made in two stages:

- The first stage is the Initial Evaluation in which each member of the Citizens Evaluation Committee will score the applicable portions of each qualified Proposal. The Evaluation Committee will then meet in a public meeting to select which Vendors to invite to the second stage. The Evaluation Committee may select up to five vendors for the second stage. (See Section 3.7 below).
- The second stage is the Product Demonstration in which Vendors selected from the Initial Evaluation stage will make an oral presentation of their proposed system to the Evaluation Committee. The presentation may be provided either in person or electronically and Citizens will provide the opportunity for each invited Vendor to answer questions to validate their written response. Presentations will not be open to the public but an audio recording will be made in accordance with Florida law. (See Section 3.7 below).

Based on the Product Demonstrations, the Evaluation Committee members may adjust their initial scoring of the Proposals. The Evaluation Committee will then meet in a public meeting to discuss its final scores and announce a recommendation of award.

Citizens intends to award a contract to one Vendor under this RFP. The Vendor will be required to sign a contract (**Contract**) in accordance with Sections 2.4 and 3.8. If the parties are unable to finalize the terms of the Contract, Citizens may proceed to contract with the next-ranked Vendor.

- 1.2 **DEFINITIONS:** In addition to other terms defined in this RFP, the following terms shall have the following meanings:

- A. **Citizens** – means Citizens Property Insurance Corporation.
- B. **Citizens' Contract Manager** – the Citizens representative who is responsible for managing the Contract for Citizens.
- C. **Contract** – means the contract between Citizens and a Vendor for Services that results from this RFP.
- D. **ERM System** – the Vendor's ERM software, hardware and integrations used to provide the Services.
- E. **Internal User(s)** - any users of the ERM system that are employees of Citizens.
- F. **Named Users** - all users that are granted a username and password to access the ERM System.

- G. **Procurement Officer** – means the Citizens employee identified on the cover of this RFP.
- H. **Proposal** – means materials submitted by Vendor pursuant to this RFP.
- I. **RFP** – this Request for Proposals and all attachments, amendments and addenda.
- J. **Services** – means all the activities of Vendor which are collectively necessary to provide the services to Citizens pursuant to this RFP.
- K. **Vendor** – means an entity responding to this RFP.

- 1.3 **CITIZENS BACKGROUND:** In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6), Florida Statutes, and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens' website: <https://www.citizensfla.com>.
- 1.4 **DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. To this end, it is vital that such businesses participate in Citizens' procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Proposals to this RFP.
- 1.5 **TAXES:** Citizens is a governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employee wages.
- 1.6 **CONTRACT TERM:** The initial term of the Contract shall be five (5) years. At Citizens' discretion, the Contract may be renewed for up to five (5) additional years. Citizens may terminate the Contract without cause at the end of any contract year by providing at least ninety (90) days advance notice to Vendor.
- 1.7 **NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the **Procurement Officer** or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.
- 1.8 **CALENDAR OF EVENTS:** Listed below are important events, dates and times relevant to this RFP. These events and dates are subject to change at Citizens' sole discretion. It is each Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
DATE	TIME	EVENT
7/19/2017		RFP Released
7/26/2017	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
7/31/2017	2:00 PM ET	Questions Due
8/9/2017		Answers Posted
8/17/2017	2:00 PM ET	Proposals Due
8/31/2017		Initial Evaluation Committee Meeting
9/6,7 or 8/2017	TBD	Product Demonstrations (appx. 1.0 hour)
9/12/2017	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Proposals to Announce Intent to Award Contract(s)

- 1.9 PUBLIC MEETINGS:** Public meetings related to this RFP will be held on the dates and times indicated in Section 1.8, Calendar of Events. The instructions for accessing each meeting are provided below:

Telephone number: (866) 574-0995
Access Code: 6575963

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five business days prior to the public meeting. A person who is hearing or speech impaired can use the Florida Relay Service at (800) 955-8771 (TDD operator).

- A. **Pre-Bid Conference:** A telephonic Pre-Bid Conference will be held to provide Vendors with pertinent information, address questions, and clarify any provisions in the RFP that may not be fully understood. **Attendance at the Pre-Bid Conference is not mandatory.**
- B. **Evaluation Committee Public Meeting:** Citizens will hold two telephonic public meetings for the Evaluation Committee to rank the Proposals based on evaluation criteria set forth in Section 3 and to announce its intent to award the Contract(s). **Attendance at the meetings is not mandatory.** Discussion between the Evaluation Committee and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Proposals may occur between any of the Evaluation Committee members and any Vendor during the public meetings.

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SECTION 2 SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens has established a formal Enterprise Risk Management (ERM) program and has adopted the Committee of Sponsoring Organizations of the Treadway Commission (COSO) ERM Framework to facilitate this process. The primary goals of Citizens' ERM program are (i) to facilitate the identification and evaluation of risks throughout the organization and support the use of a consistent aligned approach across Citizens; and (ii) to enable management across all levels of the organization to self-identify, evaluate, record and manage risks through the provision of guidance, training and software solution.

As Citizens moves forward in enabling business process owners to perform their own risk assessments, the standardization of risk identification/assessment forms and processes and tight control over data integrity, confidentiality and availability will be essential. Citizens is looking for an easily configurable, user friendly ERM software-as-a-service (SaaS) application to support Citizens' ERM program. The proposed ERM System should support a maximum of 5 super users, 25 Named Users with editing capability, and an unlimited number of Named Users with view-only access, as defined further below.

- 2.2 MINIMUM QUALIFICATIONS:** The minimum qualifications for this RFP are represented in four attachments, as described below. Vendor must satisfy the minimum qualifications in order to be eligible for an award of a Contract under this RFP, subject to section 4.6 below:

- A. Through **Attachment D, Minimum Requirements Acknowledgment Form**, Vendor must certify that it meets certain minimum requirements relating to the RFP. Vendor must answer "Yes" to each of the minimum requirements listed in **Attachment D**.
- B. Through **Attachment E, Responsible Vendor Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor is a "Responsible Vendor" as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a "Responsible Vendor" by Citizens' Vendor Management Office using the information contained on **Attachment E** and other available information.
- C. Through **Attachment F, Vendor Conflict of Interest Disclosure Form**, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in **Attachment F**.
- D. Through **Attachment G, Financial Review**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the Services for the term of the Contract. Vendor must receive a PASS determination from Citizens' Vendor Management Office (which may obtain assistance from an independent CPA), regarding Vendor's financial stability, viability, and capacity as described in **Attachment G**.

2.3 DESCRIPTION OF SERVICES:

2.3.1 MANDATORY SYSTEM FUNCTIONALITY: The ERM System **must** provide the following functionality:

- A. Requires user authentication to access the system.
- B. Supports five (5) super users, twenty-five (25) Named Users with editing capability, and unlimited Named Users with viewing access.
- C. Records and reflects updates immediately after the user commits changes.
- D. Data periodically available and as requested in a format usable by Citizens, such as XML, CSV, and SQL.

2.3.2 ADDITIONAL FUNCTIONALITY (REQUESTED) Citizens would like the ERM System to provide the following additional functionality. **If any of these items cannot be provided, Vendor must clearly identify the exceptions in Vendor's response to Attachment H, Vendor Questionnaire.**

- A. User Set-Up, Access & Change Management Functionality: such as, but not limited to, the ability to define, allow, change, restrict, or deny user access and rights at the business process level by user ID and/or role, and the ability to track all user activity through the use of an activity log (i.e., a complete audit trail).
- B. Risk Setup Functionality: such as, but not limited to, the ability to set up a risk in a manual or automated fashion, the ability to apply a customized methodology for risk and mitigation indexing, risk and mitigation descriptions and definitions, risk and mitigation classifications and categories, the risk scoring system (e.g., magnitude, likelihood, business process criticality), and an overall flexibility to adapt to changes in the organization's structure and processes.
- C. Operational Unit Level Functionality: for operations personnel such as, but not limited to simplicity of use and helpful job aides for the casual user for the entry, update, analysis, and reporting of risk and mitigation information within their respective business processes.
- D. Control and Monitoring Functionality: for the Enterprise Risk Office, such as, but not limited to the ability to monitor, track, oversee, override all risk and mitigation data input, and the ability to create customizable forms and templates for user input.
- E. Work-Flow, Calendaring and Alerts Functionality: such as, but not limited to, the ability to define event-driven workflows (e.g., automated kick-off or processes; reminders, triggers, and notifications; review and approval processes; and, dashboards of tasks and notifications), the ability to track achievement versus set milestones in risk mitigation plans, and the ability to generate automatic email reminders to end-users, and higher levels of management, as needed, using pre-defined escalation protocol.
- F. Document Storage and Management Functionality: such as, but not limited to, the ability to function as a SaaS solution Central Risk Data Repository ("CRDR") for collecting and storing information about processes, objectives, identified risks, risk assessment results, current and planned mitigations/controls, which provides for confidentiality and availability of data.
- G. Reporting Capabilities: such as, but not limited to, the ability to sort and report on risks and mitigations (e.g., by category, status, level of risk score, or any other captured quantitative or qualitative risk information), and the ability to produce summary and detailed reports by risk owner, business process, business unit, business division, and at the enterprise-level, through the use of standardized and customizable reports, dashboards, charts and maps.

- H. Analytics Capabilities: such as, but not limited to the ability to analyze risk data (e.g., quantitative analysis, trends, forecasts, KPIs, KRIs, etc.) through the use of standardized and customizable analytics.

2.3.3. TRAINING AND DOCUMENTATION: Vendor will be expected to provide training and documentation on the ERM System as follows:

- A. Conduct initial training of Citizens' ERM Program personnel.
- B. Conduct initial training on administrative and technical design changes, configurability, and enhancements to the ERM System, as applicable.
- C. Make available web-based training on an as-needed basis for the term of the contract.
- D. Provide a user manual (electronic preferred).
- E. Provide additional resources, such as online knowledge bases, training materials, and user guides.

2.3.4. TECHNICAL SUPPORT: Vendor will be required to provide technical support for the ERM System for the contract term including but not limited to the following:

- A. Technical and helpdesk support to resolve any user issues, which is available Monday to Friday 8:00 a.m. to 5:00 p.m. US Eastern Time, excluding Public Holidays.
- B. Account management guidance and site configuration assistance.
- C. System hosting, to include all the associated software and hardware infrastructure to deliver the Services from the Vendor's data center over the Internet.
- D. Software updates released during the year, to cover all bug fixes and enhancements made to the existing functionality of the software, but excluding any complete new modules that offer new functionality covering an area that was not previously addressed by the product.

2.3.5. IMPLEMENTATION PLAN: Citizens will rely on Vendor's support to successfully implement the ERM System and Vendor and Citizens will develop a mutually agreed-upon implementation plan, including an implementation schedule, within ten (10) business days of contract execution. The implementation plan must include the following implementation tasks:

- A. Initial setup of a maximum of one hundred (100) Named Users from Citizens into the ERM System.
- B. Training Plan as described above in Section 2.3.3, Training and Documentation.
- C. System Acceptance Process. The process that Citizens and Vendor will go through to approve the ERM System. System Acceptance cannot occur until after installation, implementation and testing of the ERM System.

2.3.6. PERFORMANCE MEASURES: Vendor shall use good faith efforts to meet standard commercially reasonable performance measures. Performance measures should address, but may not be limited to, the following:

- A. Achievement of on-time implementation per the mutually agreed upon implementation schedule.
- B. Timely completion of the agreed-upon Training Plan.

- C. Availability of the agreed-upon support services.
- D. All routine administration and related tasks are to be scheduled out of hours
- E. Minimum of seventy-two (72) hour notice of any scheduled release or system outages. Any interruption should not last longer than four (4) hours.
- F. Measure of system defects per the agreed-upon functionality.

2.3.7. REPORTS: Vendor must make available the following reports to Citizens' Contract Manager or designee:

- A. Upon request, a report of all unplanned system outages including date and duration of outage.
- B. Upon request, a System utilization report, showing the current number of Named Users and number of documents stored in the ERM system.
- C. Annually, upon request, Vendor's Security Policy.

2.3.8. ADDITIONAL SERVICES. Vendors are encouraged to offer additional services and solutions in their Proposal to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be incorporated into the Contract.

2.4 CONTRACTUAL TERMS AND CONDITIONS: The Vendor receiving a contract award must sign a Contract memorializing the award. The contract will consist of (i) Vendor's standard terms and conditions (submitted with the Vendor's Proposal), (ii) the applicable provisions of the Proposal itself, and (iii) the Supplemental Contract Terms set forth in **Attachment J**. Each party has the right to request adjustments to contract language to conform to industry practices and governmental contracting standards. If Citizens and Vendor are unable to finalize the terms of the Contract, Citizens may withdraw the award and award to the next-ranked Vendor(s).

Any questions concerning this process or particular Contract provisions may be raised in either the Pre-Bid Conference or in the Open Question period during this RFP.

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SECTION 3 PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the RFP and ending on the date and time specified in Section 1.8, Calendar of Events. During that period, Vendors may submit questions in writing to the Procurement Officer. Citizens will post answers to the questions on Citizens' website in accordance with Section 1.8, Calendar of Events so all questions and answers are made available at the same time to all Vendors. Questions submitted will not constitute a protest to the RFP. Answers will constitute an amendment to the RFP only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS RFP, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

Vendors are requested, but not required, to submit questions in the following format:

RFP Section No.	Page #	Question
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- 3.2 CHANGES TO RFP:** If any changes are made to this RFP, such changes will be formally noted through an amendment or addendum posted on Citizens' website. It is each Vendor's obligation to monitor Citizens' website to review amendments or addendums.
- 3.3 PUBLIC RECORDS:** By participating in this RFP process and submitting a Proposal, Vendor acknowledges the requirements of the Florida Public Record laws found in Chapter 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (Public Record Laws), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Proposals and written communications regarding this RFP become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Proposals are temporarily exempt from disclosure during the competitive solicitation process as provided in Section 119.071(1)(b), Florida Statutes.]*

If Vendor asserts that any portion of its Proposal or written communication are confidential or exempt from disclosure under the Public Record Laws (Protected Record), then Vendor **MUST** comply with the following process:

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Proposal or written communication with only protected portions redacted; and
- C. Submit a separate redaction log that provides a legal justification (e.g., Trade Secret Protection) for each redaction.

If Vendor does not identify its Protected Record(s) as specified herein, Citizens may produce Vendor's non-redacted copy in response to a public records request.

If Vendor has submitted a separate electronic copy of the Proposal or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy of the redacted portion of Vendor's Proposal or written communication regarding this RFP and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

- 3.4 PROPOSAL DUE DATE AND SUBMISSION:** Proposals must be received by the Procurement Officer on or before the date and time specified in Section 1.8, Calendar of Events. Vendors should clearly identify the name of this RFP on the front of its Proposal as follows:

RFP No. 17-0021, Enterprise Risk Management System

- 3.5 PROPOSAL FORMAT:** This section prescribes the format in which Proposals are to be submitted. Any information deemed appropriate by Vendor may be included, but is required to be placed within the applicable folders. Mandatory requirements or documents are identified in the referenced sections of this RFP by the specific term "**shall submit**" in bold type. Failure to provide or satisfy any of the mandatory documents or requirements **will result in disqualification of the Vendor as non-responsive, subject to Section 4.6.**

Citizens is under no obligation to look for responsive information contained in incorrect folders or that is not organized according to these instructions. All Proposals must contain the folders outlined below. All Proposals submitted should include numbered folders clearly separating and identifying each section as indicated below.

It is Vendor's responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Vendor must not assume Citizens will know what Vendor's capabilities are or what items/services it can provide, even if Vendor has previously contracted with Citizens. Proposals are evaluated solely on the information and materials provided in the Proposal. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Proposals.

Vendors must clearly identify any attempt to use the background, experience or qualifications of a parent company, a predecessor company or an affiliated company as part of its Proposal. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Proposal. If the other company's information is considered necessary for the evaluation of a Proposal, Citizens may require the other company to guarantee the performance or obligations of Vendor.



- A. Original CD Proposal: Vendor **shall submit** with their Proposal one (1) CD original of their entire Proposal.
- B. Redacted Copy of Proposal: In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Proposal containing a full "Redacted" electronic version of their Proposal in accordance with Section 3.3, above. This CD should be labeled "**Redacted Proposal**" and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the redacted Proposal, submit a redaction log providing a legal justification for each redaction (e.g. Trade Secret Protection).

3.6 PROPOSAL CONTENTS: The purpose of Vendor's Proposal is to demonstrate its qualifications, competence and capacity to provide the Services in conformity with the requirements of this RFP. The Proposal should be organized as follows:

- The CD should have separate folders for each Proposal "Folder."
- Folders should be plainly titled "Folder 1," "Folder 2," etc., as shown below.

 Folder 1  Folder 2  Folder 3

- Attachments should be plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown below.

 Folder 1
 Attachment A.pdf
 Attachment B.pdf
 Attachment C.pdf

- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each "Folder" should contain the documents as requested below.

Folder 1. Overview. In Folder 1, Vendor may submit the following:

1. Cover Letter / Executive Summary. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Proposal. Citizens requests that the letter not exceed two (2) pages and not include specific pricing terms.
2. Attachment A, Vendor Diversity Declaration Form
3. Attachment B, Certification of Drug-Free Workplace Form
4. Attachment C, Vendor Contact Information Form

Folder 2. Minimum Qualifications. In Folder 2, Vendor **shall submit** the following:

1. Attachment D, Minimum Requirements Acknowledgement Form
2. Attachment E, Responsible Vendor Review Form
3. Attachment F, Vendor Conflict of Interest Disclosure Form
4. Attachment G, Financial Documents

Folder 3. Vendor Questionnaire. In Folder 3, Vendor **shall submit** written responses to Attachment H, Vendor Questionnaire.

Folder 4. Pricing. In Folder 4, Vendor **shall submit** Attachment I, Price Sheet. Failure to provide pricing as requested may result in the Vendor's disqualification as non-responsive. Such failure may include adding conditional text to one or more fields within the Price Sheet or failing to complete all requested cells including renewal pricing.

Folder 5. Vendor Contract. Vendor must submit the contract terms and conditions it proposes to apply to its Proposal. If Vendor has special contract terms for government entities such as Citizens, please be sure to attach those terms. Please see Sections 2.4 and 3.8 for information on how the contract finalization process will occur.

- 3.7 EVALUATION PROCESS:** Citizens will review all Proposals to determine compliance with mandatory requirements. Proposals that comply with mandatory requirements will be forwarded to the Evaluation Committee members for individual and independent review. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Proposals.

Proposals will be evaluated in two stages:

- The first stage is the Initial Evaluation in which each member of the Citizens Evaluation Committee will score the responses to Attachment H, Vendor Questionnaire of each qualified Proposal. The Evaluation Committee will then meet in a public meeting to select which Vendors to invite to the second stage. The Evaluation Committee may select up to five vendors for the second stage.
- The second stage is the Product Demonstration in which Vendors selected from the Initial Evaluation stage will make an oral presentation of their proposed system to the Evaluation Committee. The presentation may be provided either in person or electronically and includes the opportunity for each invited Vendor to answer questions to validate their written response. Presentations will not be open to the public but an audio recording will be made in accordance with Florida law. Following Product Demonstrations, the Evaluation Committee members may adjust their initial Product Description scores (see table below). All other scores from the Initial Evaluation shall remain the same. The Evaluation Committee will then meet in a public meeting to discuss its finals scores and announce a recommendation of award.

The evaluation criteria is set forth below:

ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS
H	Vendor Questionnaire	Company Profile/Experience	5
		Product Description	40
		Implementation Plan	15
		Post Implementation Support	20
I	Pricing		20
Total Points:			100

Pricing Score. The following formula will be used to award points for Pricing. The lowest weighted price from all responsive Vendors will be awarded twenty (20) points and henceforth be known as Lowest Weighted Price (**LWP**). Proposals of other Vendors will be scored using the following formula: LWP divided by the Weighted Price (**WP**) being considered times maximum points of 20.

$$\text{Formula: } (\text{LWP} / \text{WP}) \times 20 = \text{Pricing Score}$$

Product Description Score. This is the only score that the Evaluation Committee members may change after the Product Demonstration. Product Demonstrations are considered crucial to the Evaluation Committee's determination of which proposal is most advantageous to Citizens. Scores and rankings may change based on Product Demonstrations.

Evaluation Committee Meetings. The average scores of the Evaluation Committee will be combined with the Pricing Scores to determine the ranking of Vendors. In the Evaluation Committee Public Meetings, evaluators may change their scores based on their discussions with other Evaluation Committee members and any subject matter experts. After Product Demonstrations, a Contract may be recommended for award to the responsible and responsive Vendor whose Proposal receives the highest average score.

- 3.8 EXECUTION OF CONTRACT:** The Vendor receiving a contract award will be required to sign a contract memorializing the award. The terms of the Contract will be finalized in accordance with Section 2.4 above. If Citizens and Vendor cannot agree on the final terms of the Contract, Citizens may award the Contract to the next ranked Vendor or begin a new solicitation for the Services.

In the course of finalizing the Contract, Citizens' IT Security, Enterprise Architecture, and Business Continuity teams may engage with their counterparts on the Vendor's side to validate whether the ERM System will perform in accordance with the Contract terms and standard industry practices. This may include a review of the Vendor's latest SOC 2 Report. If Citizens' Chief Technology Officer determines, based on his/her reasonable judgement and discretion, that the ERM System poses an unacceptable risk or will not meet the applicable contract terms or industry standards. Citizens will notify Vendor and may award the Contract to the next ranked Vendor or begin a new solicitation for the Services.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens.

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SECTION 4 GENERAL CONDITIONS

4.1 **PROTESTS:** There are two conditions under which this RFP may be challenged:

- A. There may be a protest of the terms, conditions, and specifications contained in the RFP, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, reserving rights for further awards, or modifying or amending any contract. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of the applicable RFP term, condition or specification (excluding Saturdays, Sundays and state holidays); or**
- B. A person adversely affected by Citizens' decision or intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c), Florida Statutes, may challenge the decision. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of its decision or intended decision (excluding Saturdays, Sundays and state holidays).**

Questions to the Procurement Officer do not constitute formal notice of protest.

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 calendar days after the date the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this RFP shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfbe636-40ec-a9f5-34873d053bf7>.

Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of the notice of intent to protest or the formal written protest is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2101 Maryland Circle
Tallahassee, FL 32303
Email: Agency.Clerk@citizensfla.com

4.2 **COSTS OF PREPARING PROPOSALS:** Citizens is not liable for any costs incurred by Vendor in responding to this RFP, including costs for materials, meetings and/or travel, if applicable.

4.3 **USE OF PROPOSALS:** Other than Vendor's intellectual property, all Proposals become the property of Citizens and, as further described in Section 3.3, Public Records, will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Proposal. Acceptance or rejection of the Proposals will not affect this right.

- 4.4 **ELECTRONIC POSTING OF RFP ADDENDA AND NOTICES:** Citizens will electronically post all notices, RFP documents, amendments and addenda on Citizens' website, which is located at <https://www.citizensfla.com/solicitations>.
- 4.5 **WITHDRAWAL OF A PROPOSAL:** All Proposals submitted by Vendors will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Proposal that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Proposal may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Proposal Due Date.
- 4.6 **MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Proposal if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Proposal Due Date, to submit documents that were inadvertently omitted from a Proposal or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Proposal not submitted in the manner specified by this RFP.
- 4.7 **NO MISREPRESENTATIONS:** All information provided and representations made by Vendor relating to this RFP or contained in Vendor's Proposal are material and important and will be relied upon by Citizens in awarding the Contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the Contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Proposal. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of the Contract and bar Vendor from participating in future solicitations or other business opportunities with Citizens.
- 4.8 **NO CONFLICTS OF INTEREST:** Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the Services required under this RFP.
- 4.9 **ACCEPTANCE OF TERMS:** Submission of a Proposal constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this RFP.
- 4.10 **TIE BREAKING PROCESS:** In the event a tie occurs in the score of two or more Vendors, Citizens will determine the recommended Vendor for Contract award based upon the following criteria (listed in order of priority):
- All goods / services of Vendor are manufactured / performed in Florida;
 - Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
 - All goods / services of Vendor are manufactured / performed in the United States; and
 - Vendor is a foreign manufacturer with employees in Florida, as designated in Section 287.092, Florida Statutes.

If none of the above criteria resolves the tie, Citizens shall conduct a coin toss to determine the

recommended Vendor for Contract award. The tied Vendors will be informed of the tie, and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The Director of Purchasing Services or designee will ensure at least one witness is present during the coin toss and will document the results.

- 4.11 SUBSEQUENT CONTRACT AWARDS:** If a Contract entered into pursuant to this RFP is terminated for cause by Citizens or terminated without cause by Vendor, Citizens reserves the right to re-procure substitute Services with the next-ranked eligible Vendor under this RFP. If Citizens fails to contract with the next-ranked eligible Vendor it may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing, terms and conditions is found.
- 4.12 ENTIRE SOLICITATION:** This RFP shall constitute the entire understanding of any party with respect to the solicitation of the Services hereunder. No decisions or actions shall be initiated or executed by Vendor as a result of any verbal discussions with a Citizens employee. Only written communications from authorized Citizens staff will be considered as authorized on behalf of Citizens.

END OF DOCUMENT