



**REQUEST FOR PROPOSALS NO. 17-0020
FOR
INDEPENDENT ADJUSTING SERVICES – CATASTROPHE**

PROPOSAL DUE DATE: July 13, 2017

[See Section 1.7 for 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), F.S., CONSTITUTES A WAIVER OF PROCEEDINGS.**

PROLOGUE

Citizens released Request for Proposals (RFP) No. 17-0006 for Independent Adjusting Services – Non-Litigated/Catastrophe on April 28, 2017. Citizens received fewer proposals than expected or needed for CAT Field Task Adjusting Services. Twelve vendors submitted proposals to provide those Services and all twelve (12) were awarded contracts. Citizens must have sufficient Vendors under contract to ensure capacity for a catastrophe response. Citizens is therefore releasing this RFP No. 17-0020 for Independent Adjusting Services – Catastrophe.

This RFP is limited to CAT Field Task Adjusting Services only. The submission requirements are identical to the requirements for CAT Field Task Adjusting Services under RFP No. 17-0006. The contract document is also identical. To help Vendors understand and respond to this RFP, Citizens is including all of the questions and answers previously posted for RFP 17-0006. These questions and answers are attached as Appendix 1 to this RFP. Prior to submitting any questions for this new RFP, please review the previous questions and answers in Appendix 1.

Vendors are not required or eligible to submit under this RFP if awarded a contract for CAT Field Tasking Adjusting Services under RFP 17-0006. Vendors awarded under this RFP will be ranked and added below the ranking of Vendors awarded to perform CAT Field Task Adjusting Services under RFP 17-0006. Thus, the top-ranked Vendor under this RFP will be considered to be ranked number thirteen (13) overall for CAT Field Task Adjuster Services, given that Citizens awarded twelve (12) contracts to perform those services under RFP No. 17-0006.

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INITIAL RESPONSIVENESS CHECKLIST

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 SUBMISSION REQUIREMENTS:	SECTION(S)
<input type="checkbox"/>	One (1) electronic version of the Proposal in the form of a compact disk (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 Review and Supporting Documents	
<input type="checkbox"/>	Attachment H , Vendor Experience Questionnaire	3.6, Folder 3
<input type="checkbox"/>	Attachment I , Resource Commitment Form	3.6, Folder 3

The following checklist identifies the **non-mandatory** documents that may be included in a Proposal.

	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter/Executive Summary	3.6, Folder 1
<input type="checkbox"/>	Attachment A , Vendor Diversity Declaration Form	
<input type="checkbox"/>	Attachment B , Certification of Drug Free Workplace Program Form	
<input type="checkbox"/>	Attachment C , Vendor Contact Information	

SECTION 1 INTRODUCTION

- 1.1 STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking Proposals from Vendors capable of providing non-litigated claims adjusting services throughout the state of Florida, in order to support catastrophe claims volume immediately following a Catastrophic Event. Vendors awarded under this RFP will supplement the Services provided under RFP No. 17-0006. Citizens is not seeking Proposals for MCM Adjusting Services.

Vendor's CAT Field Task Adjusters will be responsible for inspecting the loss, creating a scope and estimate of damages, sketching, and attaching photos to Citizens estimating software system. The estimate is then handled by a desk adjuster pursuant to a separate contractual arrangement that is outside the scope of this RFP, including as part of MCM Adjusting Services as further described in Section 2.1 herein. CAT Field Task Adjusting Services do not require that Vendor or its Adjusters engage with Citizens Claims Management System, thereby eliminating the need for Citizens deployment orientation. All field task adjusting assignments will be made through Citizens software estimating platform (currently Xactanalysis). Citizens does not anticipate relying on CAT Field Task Adjusting Services except in order to respond to Catastrophic Events. Refer to Section 2.1 and Exhibit C of Attachment J for more details.

Citizens may award contracts to multiple qualified vendors in order to ensure scalability in the event of a Catastrophe. Vendors awarded under this RFP will be ranked and added below the ranking of Vendors awarded to perform CAT Field Task Adjusting Services under RFP 17-0006. Citizens will endeavor to assign up to approximately 50 claims per deployed Adjuster.

Vendors must satisfy the following minimum resource and experience requirements to be eligible for award:

MINIMUM RESOURCE AND EXPERIENCE REQUIREMENTS – CAT FIELD TASK ADJUSTING SERVICES
Vendor must have a minimum of two (2) years of experience providing property and casualty insurance adjusting services.
Provide a resource commitment of at least twenty-five (25) Adjusters that meet the minimum requirements of at least a CAT Field Associate Adjuster as identified in Exhibit C of Attachment J , Independent Adjusting Services – Catastrophe Agreement.

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

- A. "Adjuster" – a properly licensed and appointed independent adjuster as defined by Section 626.855, Florida Statutes, and who meets the requirements of and is fully credentialed in accordance with the provisions of Attachment J, Independent Adjusting Services – Catastrophe Agreement. For the purposes of submission under Attachment I, an Adjuster may be considered properly licensed if the Adjuster is exempt from Florida's licensing examination pursuant to reciprocity between Florida and the Adjuster's licensing state. In such case, Vendor may select the applicable licensing state from the list of Florida's reciprocity states per Attachment I; however, the Adjuster must obtain a Florida resident or non-resident license in order to provide Services under the Contract
- B. "Catastrophe" or "Catastrophic Event" – a natural or man-made event, occurring at any time, where Citizens receives or anticipates receiving no less than 500 claims.
- C. "CAT Field Task Adjusting Services" – insurance adjusting services provided under a task assignment model, wherein the adjuster is responsible for inspecting the loss, creating a scope

and estimate of damages, sketching, and attaching photos to Citizens estimating software system, as further described and in accordance with Attachment J, Independent Adjusting Services – Catastrophe Agreement. The estimate is then handled by a desk adjuster pursuant to a separate contractual arrangement that is outside the scope of this RFP, including as part of MCM Adjusting Services as further described herein.

- D. “Contract” – the contract with a Vendor for Services that results from this RFP, as contained in Attachment J, Independent Adjusting Services – Catastrophe Agreement.
- E. “Committed Adjuster” – one of the Adjusters that Vendor has agreed to make available to Citizens as further described and in accordance with Attachment J, Independent Adjusting Services – Catastrophe Agreement.
- F. “MCM Adjusting Services” – insurance adjusting services that primarily involve a managed claims model, but which also include desk adjusting services in response to a Catastrophic Event. Citizens procured MCM Adjusting Services as part of RFP No. 17-0006. Citizen is not seeking to procure MCM Adjusting Services as part of this RFP. For more details, refer to Section 2.1 of this RFP and RFP No. 17-0006.
- G. “Proposal” – the material submitted by the Vendor pursuant to this RFP.
- H. “RFP” – this Request for Proposals and all attachments, amendments, and addenda
- I. “Services” – insurance adjusting services for losses as further described and in accordance with Attachment J, Independent Adjusting Services – Catastrophe Agreement.
- J. “Vendor” – an entity that responds 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 property insurance to applicants who are not able to purchase coverage in the private insurance market.

Citizens is governed by Section 627.351(6) F.S., 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. Participation of a diverse group of vendors doing business with Citizens is central to our effort. To this end, it is vital that small, minority, women and service-disabled veteran owned business enterprises participate in Citizen’s procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Proposals to this solicitation.

- 1.5 TAXES:** Citizens Property Insurance Corporation is a State of Florida legislatively created 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 employees’ wages.

- 1.6 CONTRACT TERM:** The contract term is anticipated to be five (5) years, and will include five (5) optional one-year renewal terms; provided, however, that the last one-year renewal term is anticipated to be less than one year, in order to align with the termination date for contracts awarded pursuant to RFP No. 17-0006. Renewals will be exercised at Citizens’ sole discretion. All terms, conditions and pricing will remain fixed for the term of the contract unless otherwise specified in the solicitation.

- 1.7 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:	ACTIONS:
6/21/2017		RFP Released
6/23/2017	11:00 AM ET	Pre-Bid Conference
6/27/2017	5:00 PM ET	Questions Due
6/30/2017		Answers Posted
7/13/2017	2:30 PM ET	Proposals Due
8/2/2017	11:00 AM ET	Evaluation Committee Public Meeting

1.8 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 Vendor acting on Citizens' behalf with regards to the solicitation.

1.9 PUBLIC MEETINGS: Public meetings related to this RFP will be held on the dates and times indicated in Section 1.7, Calendar of Events. The details related to accessing each meeting are identified below. Vendors may, but are not required to, attend. Any person requiring an accommodation because of a disability should contact the Procurement Officer listed on page one (1) of the solicitation at least five (5) business hours prior to the public meeting.

A. Pre-Bid Conference: will be held to provide Vendors with pertinent information, answer questions(s) and clarify any points in the solicitation that may not be fully understood.

Attendance of the Pre-Bid Conference is non-mandatory and is for informational purposes only; attendance is not required to respond to this solicitation.

The Pre-Bid Conference will be held using the conference call number below on the date and time, as specified in Section 1.7, Calendar of Events.

Teleconference Number: 866-574-0995, Access Code: 7359982

B. Evaluation Committee Public Meeting: Citizens will hold a telephonic public meeting for the Evaluation Committee to rank the Proposals to determine which Vendor(s) each member of the Evaluation Committee would like to recommend for award.

The meeting will be held using the conference call number below at the date and time, as specified in Section 1.7, Calendar of Events.

Teleconference Number: 866-574-0995, Access Code: 7359982

Discussion between the Evaluation Committee and the Subject Matter Experts is permitted. However, since the purpose of this meeting is to announce the decisions of the Evaluation Committee, no discussion concerning the Proposals may occur between any of the Evaluation Committee members and any Vendor during this public meeting.

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SECTION 2 SCOPE OF SERVICES

2.1 **BACKGROUND:**

The following table represents Citizens' recent claims volume in terms of the total number of claims filed. These claims figures could increase drastically in a Catastrophic Event.

YEAR	TOTAL NUMBER OF CLAIMS FILED
2010	47,517
2011	66,044
2012	74,089
2013	49,415
2014	36,994
2015	28,232
2016	25,463

Vendors will be contractually required to maintain a minimum number of Committed Adjusters who are credentialed and approved by Citizens in Citizens' designated system, and who at all times remain available to provide Services as requested by Citizens in accordance with the Contract.

Through Attachment I, Resource Commitment Form, Vendors must identify and commit to a Committed Adjuster roster that meets the minimum requirements set forth therein. In order to submit an Adjuster on Vendor's Resource Commitment Form, Vendor must in good faith confirm that the Adjuster meets the indicated qualifications. Likewise, Vendor must in good faith confirm that each Adjuster is committed to providing Services under Vendor's awarded Contract, that each Adjuster is committed to providing CAT Field Adjusting Services exclusively, and that none are committed to providing Services under any other Contracts that may be awarded under this RFP; RFP 17-0002, Independent Adjusting Services – Litigated; or RFP 17-0006, Independent Adjusting Services – Non-Litigated/Catastrophe. Vendors are expected to make every effort to ensure that identified Adjusters are not committed to additional adjusting services firms.

Upon execution of an awarded Contract, Vendor is expected to submit all contractually required documents for each Adjuster listed on Vendor's Resource Commitment Form, including submission of each Adjuster's background check, resume, licensing documentation, and all other Contract requirements. Refer to Section 4.2.6 of Attachment J for more details. If Vendor submits an Adjuster in good faith under the Resource Commitment Form, yet submission pursuant to the Contract shows that such Adjuster is unqualified, is committed to performing services under another Vendor/roster awarded under this RFP, or is otherwise unable to perform Services for Vendor under the Contract, then Vendor must expediently provide a comparable Adjuster. A resource cannot be credentialed and approved as a Committed Adjuster for more than one Citizens contract, whether or not such contract involves a different service or vendor. No validation of Adjusters will occur until submission for credentialing under the Contract, but in all cases, Vendor must meet its Adjuster commitment. For more details regarding Committed Adjusters and Citizens' credentialing management process, refer to Section 4.2 of Attachment J, and Section 4 of Exhibit C to Attachment J. Citizens will reimburse Vendors for background checks performed on eligible Adjusters, as further detailed in Section 8.2 of Attachment J.

Additionally, in an effort to address the operational needs of Citizens and to streamline the claims administration process, Citizens has placed an emphasis on adjuster training and intends to

contract with Vendors who have the ability to train Adjusters and maintain levels of proficiency in order to appropriately meet the needs of a Catastrophe response. To achieve this business objective, Vendors awarded Contracts under this solicitation shall be responsible for maintaining a dedicated training staff tasked with providing on-going training and exposure to Citizens' systems and claims practices.

Citizens will rely on CAT Field Task Adjusting Services as part of a multi-tiered approach to catastrophe response. This will enable Citizens to adapt its requests for activating Vendors based on the number of claims expected to be received. An overview of how this is anticipated to work is as follows:

- Tier 1 Response for a small event such as a tropical storm: Citizens does not anticipate deploying many (if any) Adjusters to provide CAT Field Task Adjusting Services. The primary response is provided by MCM Adjusting Services Vendors using the managed claims model
- Tier 2 Response for a large tropical storm or a small hurricane: CAT Field Task Adjusting Services Vendors may be required to supplement Citizens' catastrophe response. Citizens remains primarily reliant on deployed MCM Adjusting Services Vendors, through the managed claims model until claims handling capacity is reached. MCM Adjusting Services Vendors may also be required to deploy desk adjusters to Citizens catastrophe response site, in order to process and close claims handled by the CAT Field Task Adjusters.
- Tier 3 Response for a large hurricane: CAT Field Task Adjusting Services Vendors may be called upon to provide a full scale deployment of resources. Deployed MCM Adjusting Services Vendors are utilized until claims handling capacity is reached using the managed claims model. MCM Adjusting Services Vendors may be required to deploy desk adjusters to Citizens catastrophe response site in order to process and close claims handled by the CAT Field Task Adjusters.

NOTE: Citizens is not soliciting for MCM Adjusting Services under this RFP.

2.2 MINIMUM QUALIFICATIONS: The minimum qualifications for this RFP are represented in five 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:

- 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**.
- 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 an awarded Contract. Vendor must be deemed a "Responsible Vendor" by Citizens' Vendor Management Office using the information contained on **Attachment E** and other available information.
- 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**.
- 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**.

- **Attachment I, Resource Commitment Form**, Vendor shall submit a fully completed **Attachment I, Resource Commitment Form**. This attachment must be returned to Citizens in an unlocked Excel format.

2.3 **SERVICE REQUIREMENTS:** The service requirements for this RFP are contained entirely within this RFP and **Attachment J**, Independent Adjusting Services – Catastrophe Agreement.

2.4 **CONTRACTUAL TERMS AND CONDITIONS:** Within a reasonable time after Citizens announces its' Intent to Award Contracts, the successful Vendor(s) will be asked to sign the Contract attached hereto as **Attachment J**, Independent Adjusting Services – Catastrophe Draft Agreement. Vendors must review Attachment J carefully before responding to this RFP. Any questions concerning this process or particular Contract provisions must be presented in writing to the Procurement Officer prior to the Questions Due deadline of this RFP as described in Section 1.7, Calendar of Events. Refer to Section 3.8 of this RFP for more details.

2.5 **INELIGIBLE VENDORS:** If Citizens has terminated for cause a claims services contract entered into with Vendor, then Vendor will be deemed non-responsive to this RFP. Additionally, if Vendor has been awarded a contract with Citizens to perform CAT Field Task Adjusting Services pursuant to RFP 17-0006, then Vendor will be deemed non-responsive to this RFP.

SECTION 3 PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA

- 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 1.7, 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 1.7, 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 (a "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 1.7, Calendar of Events. Vendors should clearly identify the name of this RFP on the front of its Proposal as follows:

RFP No.: 17-0020, Independent Adjusting Services – Catastrophe

- 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 of the “Folder” should contain the documents requested below.

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

1. **Cover Letter / Executive Summary.** In Folder 1, Vendor may submit a cover letter or 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.
2. **Attachment A**, Vendor Diversity Declaration Form.
3. **Attachment B**, Certification of Drug Free Workplace Program.
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 Review Form: Vendor **shall submit** in this section the financial information requested in **Attachment G**, Financial Review Form. This information will be reviewed by Citizens’ Vendor Management Office, with the assistance of an independent CPA, to determine Vendor’s financial stability, viability, and capacity. Citizens will disqualify any Vendor not receiving a PASS determination as described in **Attachment G**.

Folder 3. Vendor Experience and Resource Commitment. In Folder 3, Vendor shall submit the following attachments:

1. **Vendor Experience Questionnaire:** The Vendor **shall submit** a fully completed **Attachment H**, Vendor Experience Questionnaire in FOLDER 3.
2. **Resource Commitment:** The Vendor shall submit a fully completed **Attachment I**, Resource Commitment Form in FOLDER 3.
 - a. Vendors must indicate the following for each committed resource:
 - i. Name of committed resource;
 - ii. Is resource a W-2 employee or a 1099 employee?;
 - iii. Does resource meet the requirements of a CAT Field Associate Adjuster

- or CAT Field Adjuster I;
 - iv. Resource license number; and
 - v. Resource license state.
- b. Points for **Attachment I** for CAT Field Task Adjusting Resources will be determined as follows:
 - i. CAT Field Task Adjusting Resources: Percentage of Total Committed Resources who are W-2 employees:
 - 0 to 25% = 2 points
 - 26% to 50% = 5 points
 - 51% to 75% = 10 points
 - 76% to 100% = 15 points (Maximum)
 - ii. CAT Field Task Adjusting Resources: Percentage of Total Committed Resources who meet the requirements of a Field Adjuster I's (per Exhibit C, Section 3 of Attachment J)
 - 0 to 9% = 0 points
 - 10% to 25% = 5 Points
 - 26% to 50% = 10 points
 - 51% to 75% = 15 points
 - 76% to 100% = 20 points (Maximum)

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 using the allocation of points indicated below. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Proposals.

A. Evaluation Criteria: The following reflects the maximum number of points that may be awarded:

FOLDER NO.	EVALUATION CRITERIA	POINTS
1	Attachment A , Vendor Diversity Declaration Form (if applicable) FBE=5 Points	0 or 5 Points
3	Attachment H , Part A, Corporate Background & Experience	0 to 25 Points
3	Attachment H , Part B, Training	0 to 15 Points
3	Attachment H , Part C, Relevant Citizens' Experience	0 or 5 Points
3	Attachment I , W-2 Committed Resources	0 to 15 Points
3	Attachment I , CAT Field Adjuster I Committed Resources	0 to 20 Points
	Total Points:	85 Points

B. Vendor Experience

The information provided in Folder 3 will be evaluated and scored separately by each member of the Evaluation Team.

C. Evaluation Team Rankings

After the Proposals are evaluated and scored by the individual evaluators the scores will be combined and averaged to determine the initial ranking of Proposals. The Evaluation Team will meet in a public meeting to review the scores and rankings in order to determine which Vendors will be awarded a contract. Contracts will be awarded to the responsible and responsive Vendors whose Proposals are determined to be the most advantageous to Citizens, taking into consideration the criteria set forth in this RFP and the final ranking by evaluators.

Before recommendation of award, Citizens reserves the right to seek clarifications and request any information deemed necessary for evaluation of Proposals.

- 3.8 EXCEPTIONS TO CONTRACT TERMS:** It is not permissible to submit exceptions to the Contract terms with your Proposal. If a Vendor has any questions or suggestions, including proposals for alternative solicitation or contractual terms, such questions or suggestions must be presented in writing to the Procurement Officer prior to the Questions Due deadline of this RFP as described in Section 1.7, Calendar of Events. Citizens will consider all proposed contractual terms submitted during the Questions period and will reflect any accepted alteration of contract terms through an amendment to this RFP.

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.

Citizens may use other Vendors for the Services and is not required to contact more than one Vendor about an assignment. No Vendor, including the top-ranked Vendor(s), is entitled to be contacted about any work assignment or to receive any particular volume of work. Work assignment decisions will be made by Citizens at its discretion based on considerations in effect at the time of the assignment.

- 3.9 VENDOR'S REPRESENTATION AND AUTHORIZATION:** Submission of a Proposal to this RFP by a Vendor certifies its acceptance of and agreement to the requirements, terms and conditions of this RFP.

SECTION 4 SOLICITATION GENERAL CONDITIONS

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

1. 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**
2. 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