



**REQUEST FOR PROPOSALS NO. 16-0018  
FOR  
EMPLOYEE BENEFITS CONSULTING  
AND BROKERAGE SERVICES**

**PROPOSAL DUE DATE: AUGUST 25, 2016**

**[See Section 1.9 for the Calendar of Events]**

**Refer ALL Inquiries to:**

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

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# PROPOSAL CHECKLISTS

The following checklist identifies the **mandatory** documents that must be included in a Proposal. Failure to complete and 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"/>	Attachment A, Minimum Requirements Acknowledgement Form	3.6. A.
<input type="checkbox"/>	Attachment B, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment C, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Financial Documents Required in Attachment D	
<input type="checkbox"/>	Attachment E, Vendor Questionnaire	3.6. B.
<input type="checkbox"/>	Attachment H, Price Sheet	3.6. C.

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

	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) redacted copy of Proposal on CD, together with a redaction log identifying confidential and exempt material (required only if Vendor considers portions of its Proposal confidential and exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Cover Letter	3.6. A.
<input type="checkbox"/>	Attachment F, Certification of Drug Free Workplace Program Form	
<input type="checkbox"/>	Attachment G, Vendor Diversity Declaration Form	
<input type="checkbox"/>	Proposed edits to Attachment I, Standard Terms and Conditions (if any)	3.6. D.

## SECTION 1 INTRODUCTION

**1.1 SERVICES BEING SOUGHT:** This Request for Proposals (**RFP**) is issued by Citizens Property Insurance Corporation (**Citizens**) to request competitive sealed proposals (**Proposals**) from firms (**Vendors**) capable of providing brokerage and consulting services for its Employee Benefits Programs, including insurance benefit plans, wellbeing programs and voluntary benefits plans (**Services**). Citizens is seeking an integrated approach to benefits brokerage and consultation services, which may include obtaining quotes as well as periodic review of benefit performance, recommendations to improve such performance, as necessary, and marketing of Citizens' benefit offerings. It is Citizens' desire to award one Vendor for all of these Services, however, Citizens reserves the right to award multiple contracts if the evaluation committee determines doing so will be most advantageous to Citizens. The Services are more fully described in Section 2 of this RFP.

**1.2 SPECIFIC GOALS, QUESTIONS AND FACTS:**

In accordance with subparagraph 287.057(1)(c), Florida Statutes, Citizens provides the following information:

Specific Goals: The specific goals of this RFP are to identify and engage one or more Vendor(s) to provide the most advantageous offering to Citizens based on several factors, including (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this RFP.

Questions Being Explored: Vendors are not required to respond directly to these questions in their Proposal. These questions are included to give Vendors a better understanding of potential issues and factors that may impact the outcome of this RFP.

- A. Which Vendor Proposal best meets the current and future needs of Citizens while providing strategic solutions that optimize our Employee Benefits Programs?
- B. How can Vendor reduce any operational, financial or legal risks associated with the proposed Services?
- C. How can Citizens obtain the best pricing available and ensure that the pricing remains competitive throughout the term of the Contract?
- D. What performance metrics or standards are reasonable to ensure greater Vendor accountability?
- E. Will Citizens' confidential information be maintained by Vendor in a safe and secure manner?
- F. What ancillary products, services and solutions can Vendor offer to support the goals of the solicitation?
- G. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?

Services Being Sought: The Services being sought in this RFP are specifically identified and defined within Section 2 of this RFP and within Attachment E, Vendor Questionnaire.

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

- **Annual Strategic Planning Report** – reporting related to all activities undertaken to achieve stated goals. Measures of performance are included and linked to plans that express the desired goals. The reviews include, but are not limited to, an annual strategy based on Citizen's needs, a year-end review, annual compliance review, renewal strategy, market review, and provider analysis.
- **BOG** – abbreviation for Citizen's Board of Governors.
- **Broker** – a buyer of insurance products on behalf of Citizens.
- **Cadillac Tax** – enacted as part of the Affordable Care Act (ACA), which set the tax's thresholds for single coverage and family coverage.
- **Case Management Auditing** – a post-care audit of services.
- **Citizens** – Citizens Property Insurance Corporation.
- **Claim(s)** – any request for a benefit under the Plan that is made by a Member or his or her authorized representative that complies with the Plan's procedures for making benefit Claims.
- **Consultant** – an individual or firm that advises an employer or plan sponsor in matters relating to group insurance or employee benefits.
- **Consumer Tools** – online source of published benchmarking data on providers and facilities meant to inform patients about cost and quality of care.
- **Contract** – an agreement with specific terms between the Vendor and Citizens for Services that results from this RFP.
- **Employee Benefits Program(s)** – any insurance benefit plan, flexible spending accounts or other benefits Citizens provides to its employees.
- **HMO** – abbreviation for a health maintenance organization.
- **Insurance Benefit Plan Contracts** – the legally binding agreement between Citizens and the provider of an employee benefit product, plan, or service.
- **Member** – eligible individual enrolled in the benefit plan (i.e., employees, employee's spouse or domestic partner, and dependents).
- **Plan(s)** – any benefit offerings Citizens provides its employees.
- **PPO** – abbreviation for a preferred provider organization.
- **Proposal** – materials submitted by Vendor pursuant to this RFP.
- **Provider(s)** – a company capable of providing one or more of the Citizens-sponsored benefit plans.
- **RFP** – Request for Proposals, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- **Self-Insured** – an arrangement in which an organization funds its own insurance benefit plan or health insurance program but hires an outside firm to perform specific administrative services.
- **Service Calendar** – Schedule of annual insurance benefits services and webinars owned by the Vendor to assist both the Vendor and Total Rewards management team with meeting Citizens benefits program objectives.
- **Services** – all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this RFP.
- **Stop Loss Coverage** – also known as excess insurance, is a product that provides protection for self-insured employers by serving as a reimbursement mechanism for catastrophic claims exceeding pre-determined levels. It does not provide insurance benefits to employees. It simply serves as reinsurance for the self-insured employer that is assuming the claims risk.
- **Subscriber** – Citizens employee who is the primary enrollee in the Plan.
- **Total Rewards Guide** – highlights Citizens' Employee Benefits Programs, eligibility requirements, and technical terms.
- **Total Rewards Statement** – provides Citizens' employees with a personalized document that communicates the overall value of their financial rewards such as base pay, incentives and employee benefits. Total Rewards Statements can also be used to reinforce the communication

of less tangible benefits such as work-life programs, learning and development and flexible work arrangements.

- **Vendor(s)** – any entity that responds to this Solicitation.
- **Wellness and Disease Management** – programs or population health management systems of coordinated healthcare interventions and communications for populations based on the individual's stratified condition. This condition may be Well, Pre-condition or Chronic condition(s). These programs work with patients to create self-care efforts based on where the patient is in the continuum of care.

- 1.4 **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>.
- 1.5 **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 Replies to this RFP.
- 1.6 **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.
- 1.7 **CONTRACT TERM:** The Contract term is anticipated to be three (3) years, and, at Citizens' discretion, three (3), separate one (1) year renewal periods or alternatively, one (1), three (3) year renewal period. Under Florida law, renewals may not exceed three (3) years or the original term, whichever is greater.
- 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 Reply. 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.
- 1.9 **CALENDAR OF EVENTS:** Listed below are important events and dates 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:
July 21, 2016		RFP Released
July 26, 2016		Pre-Response Conference
August 1, 2016	2:00 PM ET	Vendor Questions Due
August 10, 2016		Answers Posted
August 25, 2016	2:00 PM ET	Proposals Due
October 4, 2016	2:00 PM ET	Evaluation Committee Public Meeting to determine the Vendor(s) to Recommend for Award

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

**Telephone number: 866-574-0995**  
**Access Code: 9230363**

Any person requiring an accommodation because of a disability should contact the Procurement Officer listed on page one (1) of the RFP 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-Response Conference:** Although not a public meeting under Chapter 286, Florida Statutes, a Pre-Response 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-Response Conference is not mandatory.**
- B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the Evaluation Committee to (i) rank the Replies based on evaluation criteria set forth in Section 3, and (ii) establish the competitive range of Replies reasonably susceptible for award. **Attendance at this meeting 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 Replies 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:** Citizens' Human Resources office is responsible for providing for the insurance needs of the eligible membership (employees, retirees, etc.), including the acquisition of competitively priced insurance coverage from qualified sources, as well as advisory services related to Citizens' employee benefit offerings. Citizens currently has approximately 1,178 full and part time employees. Citizens' employees, retirees, and their eligible dependents may enroll in Citizens' employee benefits programs. Citizens expects that the awarded Vendor will be designated as the agent-of-record for Citizens' employee benefits programs and will assume all duties, all in-force insurance benefit plan contracts, and perform all Services beginning January 1, 2017.

Citizens' current employee benefits programs are comprised of the following insurance benefit plans and self-insured plans and programs; however, Citizens reserves the right to add or remove insurance benefit plans or programs at any time during the contract term.

### PROVIDER AND ENROLLMENT CENSUS REPORT (as of May 24, 2016)

Fully Insured Benefit Plans				
Employee Benefit Program Name	2016 Plan Provider Name	Provider Product Name	Employee Enrollment Count	Notes
Medical and Prescription Benefits	Blue Cross Blue Shield – Florida Blue	BlueChoice PPO	348	Citizens will move to a Self-Insured arrangement in 2017.
		BlueCare HMO	628	
	Capital Health Plan	Capital Health Plan HMO	105	Fully Insured.
Dental	MetLife		1,116	
Vision	Davis Vision		890	
Basic Life Insurance	Liberty Mutual		1,178	
Voluntary Supplemental Life Insurance	Liberty Mutual		568	Employee: 568 Spouse: 272 Dependent: 265
Accidental Death and Dismemberment	Liberty Mutual		1,178	
Voluntary - Accidental Death and Dismemberment	AIG		278	
Long Term Disability	Liberty Mutual		603	
Voluntary - Worksite Products	Unum	Whole Life, Cancer Policy and Critical Illness	60	
Business Traveler Accident	Cigna		1,178	
Employee Auto Insurance Program	Travelers			Voluntary personal auto coverage utilizing payroll deduction.

Self-Insured Benefit Plans or Programs				
Employee Benefit Program Name	2016 Plan Provider Name	Provider Product Name	Employee Enrollment Count	Notes
Flexible Spending Account Administration	Medcom	Healthcare Account	386	
Flexible Spending Account Administration	Medcom	Dependent Care Account	41	
Short Term Disability/FMLA	Liberty Mutual		1,178	
Employee Assistance	ComPsych		1,178	
COBRA/Retiree Administration	Discovery Benefits		1,178	

**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:

- A. Through **Attachment A**, Vendor must verify its conformance to certain minimum requirements relating to the RFP, such as Vendor submission of mandatory Proposal documents, Vendor satisfaction of any minimum experience requirements, and Vendor agreement to any minimum service performance requirements. Vendor must answer “Yes” to each of the minimum requirements listed in **Attachment A**, Minimum Requirements Acknowledge Form.
- B. Through **Attachment B**, Vendor must submit information to assist Citizens in determining whether Vendor is a “Responsible Vendor” per 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 B**, Responsible Vendor Review Form and other available information.
- C. Through **Attachment C**, 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 C**, Vendor Conflict of Interest Disclosure Form.
- D. Through **Attachment D**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the services under an awarded contract for the term of the contract. **Vendor** must receive a PASS determination from Citizens’ Vendor Management Office, with the assistance of an independent CPA, regarding Vendor’s financial stability, viability, and capacity as described in **Attachment D**, Financial Review Form.

- 2.3 DESCRIPTION OF SERVICES:** The following three services (i) brokerage services, (ii) consulting services, and (iii) competitive solicitation services, together with corresponding deliverables for each, are expected to be proposed by Vendors responding to this RFP. Any exceptions should be clearly identified in Vendor's Proposal.

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.

**2.3.1 BROKERAGE SERVICES:** The Vendor will identify and quote insurance benefit products as requested by Citizens. It is Citizens' desire that the Vendor take a consultative approach to assisting Citizens with defining its organizational needs as related to its Employee Benefits Programs. The Vendor should research and source the best options from a cost and service quality perspective the products available in making the best employee benefit product decisions.

Included within brokerage services, it is Citizen's objective that the Vendor perform the following tasks:

- A. Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to Citizens' Human Resources personnel;
- B. Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods;
- C. Assist in the review of communication materials written by the Citizens' benefit administrators and other participating organizations for content, appearance, compliance and accuracy;
- D. Assist Citizens on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of Citizens benefit program policy and administration;
- E. Advise and assist Citizens in the placing of insurance products, negotiating renewal rates, terms and conditions for fully insured insurance products;
- F. Review all insurance benefits plan documents verifying accuracy of rates, benefits, eligibility, coverage definitions, etc.;
- G. Request and negotiate employee benefit plan renewals as needed;
- H. Represent, upon direction, in negotiations with Providers on matters including but not limited to, health plan benefits; performance; quality; contractual terms and conditions; and optimum services and benefits;
- I. Conduct thorough and applicable market research in preparation for negotiating and contracting with providers, and review rate proposals for accuracy and completeness;
- J. Participate in meetings with Citizens' as often as necessary to insure proper communication throughout the renewal process;
- K. Provide financial and plan design benchmarking analysis;
- L. Model employee contribution design and enrollment scenarios;
- M. Work with Citizens and Providers to develop a detailed project implementation and transition plan for any procured insurance benefits plans;
- N. Assist Citizens, including Citizens' Legal and Purchasing teams, with the procurement of any insurance benefits plans;
- O. Review and validate renewal calculations, trends and pricing alternatives;

- P. Create renewal action plans and sharing them with providers to insure timely delivery of renewal reporting; and
- Q. Independently calculate renewals to determine competitiveness of providers' offers.

**2.3.2 CONSULTING SERVICES:** The Vendor shall provide consulting services to Citizens related to its Employee Benefits Programs.

The Vendor is to perform the following specific services:

- A. Provide dedicated personnel for managing account relationship. The contact will be readily accessible to Citizens' Human Resources personnel.
- B. Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.
- C. Assist in the review of communication materials written by the Citizens' benefit administrators and other participating organizations for content, appearance, compliance and accuracy.
- D. Assist Citizens on a regular basis, and in a timely manner, to provide information, analysis and guidance on any and all aspects of Citizens benefit program policy and administration.
- E. Health Plan Comparison/Utilization Analysis – The broker/consultant is expected to work with Citizens in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the Citizens, in order to monitor Citizens benefit plans. Once analyzed, the broker/consultant is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the broker/consultant have in-house resources (such as actuaries) to conduct utilization analysis of all Citizens medical relationships, including managed-care alternatives.
- F. Compliance – The broker/consultant is expected to advise Citizens on any federally mandated compliance requirements relevant to Citizens plans and providing guidance, when requested, in developing strategies to comply.
- G. The broker/consultant is expected to provide guidance on the annual budgets, allocations of payroll deductions, stop loss purchases and attachment points for the Citizens' self-funded programs.
- H. Actuary Report – The broker/consultant is expected to conduct an actuarial review of Citizens' benefit programs.
- I. Section 125 Plan – The broker/consultant is expected to assist in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes assistance with any calculations and preparation for required governmental reporting.
- J. Wellness/Disease Management Programs – The broker/consultant is expected to assist Citizens in solicitation, evaluation, implementation, and measuring the effectiveness of wellness and disease management programs.
- K. Litigation – On rare occasions, Citizens may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the broker/consultant will be expected to assist Citizens and the administration in proving necessary materials and testify if required.

Included within the consulting services, it is Citizen's objective that the Vendor have specific deliverables which can take the form of the following periodic tasks:

- A. **FORECASTING AND MODELING:** The Vendor will be expected to provide forecasting and modeling services. It is Citizens' desire that these Services shall include, but not be limited to, the following:
- 1) Benefits contribution cost forecasting using multi-iteration modeling following a rolling 12-month future horizon;
  - 2) Affordable Care Act (ACA) calculations and projections;
  - 3) Patient-Centered Outcomes Research Institute (PCORI) Fees; and
  - 4) Transitional Reinsurance Fees.
- B. **BUDGET ANALYSIS:** The Vendor will be expected to provide budgetary analysis services as indicated below. It is Citizens' desire that these Services shall include, but not be limited to, the following:
- 1) Underwriting and actuarial analysis, to include monthly incurred but not reported (IBNR) claim calculations;
  - 2) Budget projections for annual contract renewals; and
  - 3) Budget projections on future costs of Employee Benefits Programs using multiple scenarios based on design and contribution changes as needed.
- C. **ANALYSIS AND REPORTING:** The Vendor will be expected to provide analysis services and corresponding reports and deliver the reports outlined below to Citizens' Contract Manager or designee pursuant to the intervals indicated. Reports must be complete, thorough, and informative. It is Citizens' desire that these Services include, but not be limited to, the following:

On a **monthly** basis, delivered to Citizens electronically (unless otherwise specified):

- 1) Track all insurance plan claims, all employee enrollments, all enrollment changes, and perform trend analysis on a rolling 12-month basis; and
- 2) Track all insurance claims valued at \$50,000 USD or greater, and deliver corresponding reports to Citizens.

On a **quarterly basis**, track all insurance Claims for medical, prescription, dental, and vision products and deliver corresponding reports to Citizens electronically (unless otherwise specified) which shall include information as requested by Citizens such as dollar amount of claims, claim counts, inpatient versus outpatient and provider versus facility reports.

On an **annual basis**, delivered to Citizens electronically (unless otherwise specified):

- 1) Detailed service calendars for all deliverables – such as regulatory compliance reviews, fee payments, contract reviews, renewals, claims analysis, and strategic planning for state and federal legislative reviews and webinars; and
- 2) Annual reports including, but not limited to, annual strategy based on Citizen's needs, a year-end review, annual compliance review, renewal strategy, market review, and provider analysis.

D. **COMMUNICATION, TRAINING, AND LEGISLATIVE SERVICES:** The Vendor will be expected to develop, subject to Citizens' customization and approval, communications that will be used to inform or advise Citizens staff of information related to Citizens Employee Benefits Programs as well as to monitor legislative changes that may impact Citizens Benefit Plans and provide timely information and guidance to Citizens. It is Citizens' desire that these Services shall include, but not be limited to, the following:

- 1) Annual development of Total Rewards Guide (electronic and paper), containing information to guide open enrollment benefit selection decisions, such as benefit program summaries, eligibility requirements, benefits, and terminology;
- 2) Biennial (odd years) development of the employees Total Rewards Statement (electronic only) which contains the overall value of financial rewards for each employee. The Total Rewards Statement contains such information as employee base pay, employee benefits, retirement match, tuition reimbursement, and intangible benefits such as work and life balance programs (See Appendix 1 for example);
- 3) Assist with ensuring compliance with state and federal laws, rules and regulations including the timely provision of information regarding new or proposed laws, rules and regulations by providing alerts, webinars or other methods of communication. Provide expertise in new and existing regulatory compliance issues and reporting related to employee, retiree and dependent benefits to include Healthcare Reform, Employer Health Coverage Reporting of the IRS Section 6055/6056, ACA, HIPAA, COBRA, and IRS Code Section 125 (Cafeteria Plan) (Flexible Benefits Plan) as it relates to pre-tax benefits; and
- 4) Assist with organizing and facilitation of quarterly or semi-annual vendor-summits that include all Citizens Employee Benefits Program Providers. The summit shall be in person and shall be used to bring representatives from all Plan Providers together to create strategies that integrate Employee Benefits Programs.

E. **EMPLOYEE BENEFITS MANAGEMENT SERVICES:** The Vendor will be expected to provide benefits management services as indicated below. It is Citizens' desire that these Services shall include, but not be limited to, the following:

- 1) Monitor and summarize on a quarterly basis the contract performance of all Providers of Citizens insurance benefits plans, administrative services, or other programs to applicable service level agreements (SLA), performance guarantees, or vendor scorecards;
- 2) Meet quarterly with Citizens to review Citizens insurance benefits plans, administrative services, or other programs contract performance findings, review corrective action recommendations, and hold Provider performance follow-up meeting(s) as needed;
- 3) Provide management and oversight of claims for all core and voluntary benefits coverages and coordination of Flexible Benefits Programs (Cafeteria Plans) and tax savings programs; and

- 4) Assist with the implementation or transitioning of insurance benefit plan Providers and administrators, and provide design input and review of corresponding employee communications for Citizens' staff.

**2.3.3 COMPETITIVE SOLICITATION SERVICES:** The awarded Vendor will be expected to assist Citizens in competitively procuring Self-Insured Plans, programs, and administrative services (such as auditing dependent eligibility or case management) to support its Employee Benefits Programs. The scope of assistance will be determined by Citizens, but will likely include engagement in all portions of the competitive solicitation process as specified in section 287.057, Florida Statutes, including but not limited to the services listed below:

- A. Assist with the drafting of solicitations (e.g., statement of purpose, requirements, scoring/selection criteria, price sheets, etc.);
- B. Provide guidance or input into the drafting of written answers to vendor questions that arise during the solicitation process;
- C. Support Citizens staff by reviewing vendor proposals and by providing input and feedback when appropriate in the negotiation of contracts procured by Citizens for its Employee Benefits Programs;
- D. Prepare for and attend solicitation-related meetings as requested by Citizens, such as solicitation development sessions, internal team meetings, negotiation strategy meetings, and public meetings (attendance may be telephonic);
- E. Work with Citizens' and awarded vendor(s) to develop implementation and transition plans;
- F. Review and provide timely analysis, supporting documentation, and any other assistance requested related to solicitations for all Self-Insured Plans and programs;
- G. Review all administrative service documents related to any Citizens Self-Insured Plans or programs, for accuracy and adherence to agreements, exclusive of any legal reviews; and
- H. Assisting with the preparation of agenda documents for Citizens' Board of Governors (BOG) meetings, such as justification for award and contract details.

**2.4 CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates the successful Vendor signing a contract incorporating contractual terms and conditions that are substantially as set forth in Attachment I, Standard Terms and Conditions. Vendors are permitted to propose edits and red-line changes to Attachment I to harmonize Attachment I to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Proposal. The edits proposed must be submitted with the Vendor's Proposal as set forth in Section 3.6 of this RFP. Any questions concerning this are encouraged to be raised in either the Pre-Response Conference or the Vendor Questions during this RFP.

**2.5 RAMP UP PERIOD:** The Services will commence on January 1, 2017 (the "Service Commencement Date"). The period from the date this Agreement is signed until the Service Commencement Date shall be referred to as the "Ramp Up Period." During the Ramp Up Period, the Parties agree to meet (in person or by telephone) and share information as needed to ensure that the Services will be successfully delivered to Citizens immediately upon the Service Commencement Date. To this end, Vendor will submit a project plan and timeline for Citizens' reasonable review following execution of this Agreement. The Parties will work in good faith to resolve any issues with the project plan and timeline in a timely manner. Vendor will not be entitled to any separate compensation or reimbursement for any of its efforts during the Ramp Up Period. It is understood that the compensation set forth in Attachment H, if and when paid, will be Vendor's sole compensation under this Agreement.

## 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 1.9, Calendar of Events. Vendors may submit questions in writing to the Procurement Officer identified on page 1 of this RFP. Citizens will post answers to the questions on Citizens' website in accordance with the 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 terms. 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.**

For ease of reference and clarity, Vendors are requested, but not required, to submit questions which reference the section and page number to which they apply.

RFP Section	Page #	Question
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- 3.2**     **CHANGES TO SOLICITATION:** 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 Vendors' 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 Article I, Section 24(a), Florida Constitution (the "**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 Replies 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 procurement process as provided in subparagraph 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 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 identified on page 1 on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this RFP on the front of its Proposal as follows:

**RFP No. 16-0018, Employee Benefits Consulting and Brokerage Services**

- 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 pertinent sections. Mandatory requirements or documents are identified in the referenced sections of this solicitation 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 sections or that is not organized according to these instructions. All Proposals must contain the sections outlined below. All Proposals submitted should include numbered sections clearly separating and identifying each section as indicated below.

It is Vendor's responsibility to provide complete answers and/or descriptions to all areas for which Citizens has requested information. Do not assume Citizens will know what a company's capabilities are or what items/services it can provide, even if the company 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 services in conformity with the requirements of this RFP. The Proposal should be organized as follows:

- The CD should have separate folders;
- The folders should be plainly titled as shown below:
  -  Forms
  -  Technical Reply
  -  Pricing
  -  Terms and Conditions;

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



- All Attachments should be submitted in PDF format, unless otherwise noted, maintaining the original file names;
- Each folder should contain the documents as requested below.

A. **Forms.** In the Forms folder, Vendor **shall submit** the following:

1. **Attachment A**, Minimum Requirements Acknowledgement Form
2. **Attachment B**, Responsible Vendor Review Form
3. **Attachment C**, Vendor Conflict of Interest Disclosure Form
4. Financial documents required in **Attachment D**, Financial Review Form

Also in the Forms folder, Vendor should submit the following:

5. **Cover Letter / Executive Summary.** 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 pages and not include specific pricing terms.
6. **Attachment F**, Certification of Drug-Free Workplace Form
7. **Attachment G**, Vendor Diversity Declaration

B. **Technical Reply.** In the Technical Reply folder, Vendor **shall submit** the following attachment:

1. **Attachment E**, Vendor Questionnaire

C. **Pricing.** In the Pricing folder, Vendor **shall submit** the following attachment:

1. **Attachment H**, Price Sheet (note: submit in .xlsx format, not PDF.)

D. **Terms and Conditions.** In the Terms and Conditions folder, if the Vendor is proposing edits to Attachment I, Standard Terms and Conditions, Vendor should submit the

following attachment:

1. **Attachment I**, with proposed red-lined edits to Citizens Standard Terms and Conditions

- 3.7 EVALUATION PROCESS:** Citizens will review all Proposals to determine compliance with minimum 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. At any time before awarding a Contract, Citizens reserves the right to seek clarifications as deemed necessary for proper evaluation of Proposals.

ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS
E	Vendor Questionnaire	Experience and Qualifications	25
		Brokerage Services	15
		Consulting/Technical Services	30
		Competitive Solicitation Services	10
H	Pricing		20
Total Points:			100

Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed price from all responsive Vendors will be awarded 20 points and henceforth be known as Lowest Total Price (LTP). Replies of other Vendors will be scored using the following formula: LTP divided by the Reply Price (RP) being considered times maximum points of 20

$$\text{Formula: } (LTP / RP) \times 20 = \text{Score}$$

Evaluation Committee Meeting. The average scores of the Evaluation Committee will be combined with the Pricing scores to determine the initial ranking of Vendors. In a public meeting, the Evaluation Committee will review the scores and establish a competitive range of Proposals reasonably susceptible of award. In the public meeting, Evaluators may change their initial scores based on their discussions with other Evaluation Committee members and any subject matter experts. A contract may be awarded to the responsible and responsive Vendor(s) whose proposal is determined to be the most advantageous to Citizens, taking into consideration the price and other criteria set forth in the RFP and the final ranking by Evaluators.

- 3.8 EXECUTION OF CONTRACT:** Vendors receiving an award under this RFP will be required to sign a final Contract which Citizens anticipates will incorporate terms and conditions substantially as set forth within Attachment I, Draft Contract Terms. See Section 2.4 above. Citizens' expectation is that the terms and conditions within Attachment I will be closely adhered to. Vendors are permitted to propose edits and red-line changes to Attachment I to harmonize Attachment I to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Proposal. The edits proposed must be submitted with the Vendor's Proposal as set forth in Section 3.6 of this RFP. Any questions concerning this are encouraged to be raised in either the Pre-Response Conference or the Vendor Questions during 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. Furthermore, 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 negotiations, 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 written 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.**

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 of 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 Procedures: Procurement Protests (Section 4-5.00). Questions to the Procurement Officer do not constitute formal notice of a protest.

Any protest concerning this RFP shall be governed by subparagraph 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedures: Procurement Protests, located at: <https://www.citizensfla.com/governance>. Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to subparagraph 627.351(6)(e), Florida Statutes, 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  
2312 Killearn Center Blvd, Building A  
Tallahassee, FL 32309  
Email: [Agency.Clerk@citizensfla.com](mailto:Agency.Clerk@citizensfla.com)

**4.2 COSTS OF PREPARING PROPOSALS:** Citizens is not liable for any costs incurred by Vendor in replying 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 Replies become the property of Citizens and will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and Article I, Section 24(a), 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. Selection or rejection of the Proposals will not affect this right.

**4.4 ELECTRONIC POSTING OF SOLICITATION ADDENDA AND NOTICES:** Citizens will electronically post all notices, RFP documents and addenda on Citizens' website which is located at <https://www.citizensfla.com/solicitations>.

- 4.5 **FIRM RESPONSE:** The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from the Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.
- 4.6 **WITHDRAWAL OF A REPLY:** All Proposals submitted by Vendor will remain firm and may not be withdrawn for a period of sixty (60) 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 before the opening date listed in this RFP.
- 4.7 **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 the RFP.
- 4.8 **NO MISREPRESENTATIONS:** All information provided and representations made by Vendor 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 any contract related to this RFP and bar Vendor from participating in future solicitations or other business opportunities with Citizens.
- 4.9 **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.
- 4.10 **ACCEPTANCE OF TERMS:** Submission of a Proposal constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this RFP, unless otherwise specified in the Proposal.
- 4.11 **TIE BREAKING PROCESS:** In the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria (listed in order of priority):
- All goods / services of the Vendor are manufactured / performed in Florida;
  - The Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
  - All goods / services of the Vendor are manufactured / performed in the United States; and

- Certain foreign manufacturers 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 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 (1) witness is present during the coin toss and document the results.

**4.12 SUBSEQUENT NEGOTIATIONS AND AWARDS:** If a Contract entered into pursuant to this RFP is terminated by Citizens or terminated by a Vendor, Citizens reserves the right to re-procure substitute contractual services through negotiations 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.

**4.13 ENTIRE SOLICITATION:** This RFP and any addenda issued hereto shall constitute the entire understanding of the parties with respect to the solicitation of the Services hereunder. No negotiations, 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**