



**REQUEST FOR PROPOSAL NO. 14-0019
FOR
NON-LITIGATED AND LITIGATED
CLAIMS ADJUSTING SERVICES**

December 22, 2014

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.**

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ATTACHMENTS:

The below list of forms and documents pertain to this solicitation. It is the Vendor's responsibility to review and submit all requested forms and information with their Response.

- Attachment A**, Adjusting Services Contract
- Attachment B**, Vendor Conflict of Interest Disclosure Form
- Attachment C**, Responsible Vendor Review
- Attachment D**, FSBE, FBE & MBE Declaration Form
- Attachment E**, Training Questionnaire
- Attachment F**, Quality Assurance Questionnaire
- Attachment G**, Business Continuity and Disaster Recovery Questionnaire
- Attachment H**, Certification of Drug Free Workplace Program Form
- Attachment I**, Citizens' Code of Ethics
- Attachment J**, Ethics and Confidentiality Acknowledgement Form
- Attachment K**, Vendor Travel Reimbursement Guidelines
- Attachment L**, Resource and Office Space Commitment Form
- Attachment M**, Certification of Criminal History
- Attachment N**, Corporate Background & Experience Form

SPECIAL NOTE: When an item is identified in this solicitation using the specific term "**shall submit**" in bold type, such item is a mandatory submission requirement of the Vendor's Response. Failure to provide the specified mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) prior to completion of the Responsiveness Review Period, will result in disqualification of the Vendor (as non-responsive).

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INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist ("Checklist") identifies the mandatory submission requirements that must be included in the Vendor's Initial Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term "**shall submit**" in bold type. This Checklist identifies every mandatory submission requirement for the Vendor's initial Response; if an inconsistency exists between the Checklist and the solicitation and Attachments, this Checklist is controlling. Failure to provide any of the below mandatory submission requirements prior to completion of the Responsiveness Review Period **will result in disqualification** of the Vendor (as non-responsive).

A Vendor may also be deemed non-responsive (and therefore disqualified) if they fail to meet substantive or technical requirements of the solicitation. This Checklist does not detail the substantive or technical requirements that are identified throughout the solicitation.

	MANDATORY SUBMISSION REQUIREMENTS	SECTION(S)
<input type="checkbox"/>	Timely Response: Responses submitted according to the due date, time and location provided in Section 1.5, Calendar of Events	1.5
<input type="checkbox"/>	Response contained on two identical compact disks (CD-ROM)	3.4
<input type="checkbox"/>	Executed Attachment A , Adjusting Services Contract	3.6, Tab A
<input type="checkbox"/>	Attachment B , Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment C , Responsible Vendor Review	
<input type="checkbox"/>	Attachment J , Ethics and Confidentiality Acknowledgement Form	
<input type="checkbox"/>	Attachment M , Certification of Criminal History	
<input type="checkbox"/>	Current Certificate of Insurance	
<input type="checkbox"/>	Current W-9 Form	
<input type="checkbox"/>	Copy of Vendor's Florida Registration with the Florida Department of State ("Sunbiz"), Division of Corporations.	
<input type="checkbox"/>	Attachment N , Corporate Background & Experience Form	
<input type="checkbox"/>	Attachment L , Resource and Office Space Commitment Form	3.6, Tab C
<input type="checkbox"/>	Attachment E , Training Questionnaire	3.6, Tab D
<input type="checkbox"/>	Attachment F , Quality Assurance Questionnaire	
<input type="checkbox"/>	Attachment G , Business Continuity and Disaster Recovery Questionnaire	
<input type="checkbox"/>	Financial Information	3.6, Tab E

ADDITIONAL SUBMISSION DOCUMENTS

Provided below is a checklist of **non-mandatory** documents that also relate to this solicitation. Failure to meet these requirements and submit all requested information in a Response may result in the Response receiving a lower score from one or more members of the Evaluation Committee.

	REQUIREMENT	SECTION(S)
<input type="checkbox"/>	One redacted copy of Response on CD-ROM (if applicable)	Section 3.2
<input type="checkbox"/>	Attachment D , FSBE, FBE & MBE Declaration Form (if applicable)	Section 3.6, Tab A
<input type="checkbox"/>	Attachment H , Certification of Drug Free Workplace Program Form	
<input type="checkbox"/>	Relevant Citizens Experience	Section 3.6, Tab B

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SECTION 1 INTRODUCTORY MATERIALS

- 1.1 STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking to procure Adjusting Services from qualified Vendors in support of its business needs for Litigated and Non-Litigated Claims Services. Citizens has identified a need for up to 5,000 Adjusters to ensure scalability of such resources immediately following a Catastrophe to support the Catastrophic Event and, through a subset of such resources, to support non-Catastrophe Litigated and Non-Litigated Claims Services.

As described in further detail in Section 2.1, Project Background, Citizens is employing a two-tier approach to identify and contract with Vendors capable of providing insurance adjusters together with strong support infrastructure including in-house training, quality assurance and office space.

Citizens estimates a need for 1,000 Adjusters for Non-Catastrophe claim volumes. Citizens will use Tier 1 Vendors to secure the necessary Adjusters who can provide Litigated, Non-Litigated and Fast Track adjusting services. In addition to Tier 1 Vendors, Citizens will use Tier 2 Vendors for any services that are needed to reach its 5,000 Adjusters resources requirement. Citizens does not guarantee Vendors any volume of work assignments or compensation under either tier.

Based on their Response to this solicitation, Vendors will be designated as either “Tier 1” or “Tier 2” Vendors. As provided in section 2.3, both Tier 1 and Tier 2 Vendors must offer a minimum of 100 Non-Litigated Claims Services Committed Adjusters. In addition, to be eligible for award under Tier 1, Vendors must also offer:

- Minimum of 25 Litigated Claims Committed Adjusters,
- Minimum of 25 Fast Track Claims Committed Adjusters, and
- Office Space that meets the requirements identified in **Attachment A**, Adjusting Services Contract.

- 1.2 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>.

- 1.3 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. It is vital that small, minority, women and service-disabled veteran owned business enterprises participate in Citizens procurement process as prime contractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Responses to this solicitation.

- 1.4 CONTRACT TERM:** The Contract term will be three (3) years, and will include three (3) optional one-year renewal terms. Renewals will be exercised at Citizens’ sole discretion. All terms, conditions and pricing will remain fixed for the term of the Contract, including any renewal terms.

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1.5 CALENDAR OF EVENTS: Listed below are important events and the corresponding dates and times relevant to this solicitation. These timeframes are subject to change at Citizens' sole discretion. It is a Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
DATE:	TIME:	ACTIONS:
12/19/14		Solicitation Released
1/5/15	11:00 AM ET	Pre-Bid Conference
1/12/15	2:30 PM ET	Questions Due
1/23/15		Answers Posted
2/2/15	2:30 PM ET	Responses Due
2/2/15 – 2/10/15		Responsiveness Review Period
2/6/15 – 2/20/15		Evaluation of Responses
2/24/15	2:30 PM ET	Evaluation Committee Public Meeting

1.6 PUBLIC MEETINGS: Public meetings related to this solicitation will be held on the dates and times indicated in Section 1.5, Calendar of Events. The details related to accessing each meeting are identified below. Vendor attendance is not mandatory for any of the public meetings. Any person requiring accommodation due to a disability should contact the Procurement Officer listed on page one of the solicitation at least five business hours prior to the public meeting.

A. **PRE-BID CONFERENCE:** A Pre-Bid Conference will be held to provide Vendors with pertinent information, answer questions and clarify any portion of the solicitation as needed.

The Pre-Bid Conference will be held using the conference call number below at the date and time, as specified in Section 1.5, Calendar of Events.

Teleconference Number: 877-873-8018, Access Code: 5585282

B. **EVALUATION COMMITTEE PUBLIC MEETING:** Citizens will hold a telephonic public meeting to determine which Vendor(s) the Evaluation Committee will recommend for award.

The meeting will be held using the conference call number below at the date and time, as specified in Section 1.5, Calendar of Events.

Teleconference Number: 877-873-8018, Access Code: 5585282

Discussion between the Evaluation Committee and the subject matter experts at this meeting is permitted however no discussion concerning the Responses shall occur between any Evaluation Committee members and Vendors.

1.7 NO CONTACT OR LOBBYING: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of Citizens, the Board of Governors of Citizens, or any Vendor acting on Citizen's behalf with regards to the solicitation, or the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer listed on page one of the solicitation. Violation of this provision may be grounds for rejecting a Response.

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SECTION 2 SCOPE OF SERVICES

2.1 **PROJECT BACKGROUND:**

The following table represents Citizens' recent claims volume in terms of the total number of claims filed and the total number of litigated matters.

YEAR	TOTAL NUMBER OF CLAIMS FILED	TOTAL NUMBER OF LITIGATED MATTERS
2010	47,517	4,209
2011	66,044	5,144
2012	74,089	7,691
2013	49,415	9,162

Florida has not experienced a Catastrophe in the past 9 years and as such, Citizens anticipates the foregoing claims figures could increase drastically in a Catastrophic Event. To ensure Citizens' ability to increase or decrease the need for Adjusters to support a Catastrophe Event as well as claims that may occur during non-Catastrophe periods, Citizens is seeking to contract with a panel of Vendors capable of providing at least 5,000 Adjusters to provide Non-Litigated, Litigated and Fast Track Claims Services throughout the State of Florida. In an effort to address the operational needs of Citizens and to streamline the claims administration process, Citizens is employing a two-tier approach, as further described below, to primarily assign work to Vendors capable of providing Office Space for Committed Adjusters and supporting staff performing Litigated Claims Services and Fast Track Claims Services.

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 full-time training staff tasked with providing on-going training and exposure to Citizens' systems and claims practices. Further, in an effort to support Citizens' scalability model based on expansion and contraction of Adjusters to meet claims demand, Citizens' will use non-litigated, non-Catastrophe claims as a basis for training to ensure Adjusters are available in a Catastrophe Event.

Citizens has also identified a need for Vendors who can provide Office Space to house Committed Adjusters and supporting staff performing Litigated and Fast Track claims services. Citizens will award Contracts to meet its operational requirements of securing 5,000 Adjusters. See Section 2.3 for Tier 1 and Tier 2 minimum requirements, and section 2.4 regarding Utilization of Services.

2.2 **DEFINITIONS:** The following definitions apply to this solicitation:

- "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 this solicitation.
- "Adjusting Services" – insurance adjusting services for losses according to the provision of the Contract as contained in **Attachment A**, Adjusting Services Contract.
- "Best Claims Practices and Guidelines" – the claims and estimating guidelines developed by Citizens for the administration and adjustment of claims incurred on Citizens' policies as contained in **Attachment A, Exhibit A**, Best Claims and Practices Guidelines. Citizens, in its sole discretion, reserves the right to periodically revise the Best Claims Practices and Guidelines in order to meet Citizens' business needs, legislative requirements, or for other legal or business-related purposes.
- "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.

- “Contract” – the written agreement between Citizens and a Vendor as contained in **Attachment A**, Adjusting Services Contract.
- “Committed Adjusters” – the total number of Adjusters that the Vendor has guaranteed to have available for Citizens to provide Adjusting Services.
- “Fast Track Claims Handling Services” - the Fast Track Model is a full-desk model, where a team of independent Desk Adjusters will handle low severity losses (Severity 1) over the telephone from First Notice of Loss to closure.
- “Firm Principal” – all officers, directors, managing members and each person owning or controlling more than a 5% interest in the Vendor firm.
- “Litigated Claims Services” – adjusting services on claims that are the subject of a pending lawsuit.
- “Non-litigated Claims Services” – Adjusting Services provided for claims that are not litigated. All claims are considered non-litigated until such time as a lawsuit is filed.
- “Office Space” – Vendor owned or leased Commercial office space located within Jacksonville, FL.
- “Quality Assurance” – the methodology and procedures utilized by a Vendor to monitor and enforce performance standards related to Adjusting Services it provides.
- “Response” – the material submitted by the Vendor in answering the solicitation.
- “Responsiveness Review Period” – the period of time when the Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period.
- “Vendor” – an entity that responds to this solicitation.

2.3 MINIMUM REQUIREMENTS: Identified in the tables below are the minimum requirements Vendors must satisfy to be eligible for award as either a Tier 1 or Tier 2 Vendor.

MINIMUM REQUIREMENTS - TIER 1
A minimum of seven (7) years of experience providing property and casualty insurance adjusting services. As defined in Attachment N , Corporate Background and Experience Form.
Provide at least one hundred (100) Non-litigated Committed Adjusters that meet the requirements identified in Attachment A , Adjusting Services Contract.
Provide at least twenty-five (25) Litigated Claims Adjusters that meet the requirements identified in Attachment A , Adjusting Services Contract.
Provide at least twenty-five (25) Fast Track Claims Adjusters that meet the requirements identified in Attachment A , Adjusting Services Contract.
Office Space that meets the requirements identified in Attachment A , Adjusting Services Contract.

MINIMUM REQUIREMENTS - TIER 2
A minimum of seven (7) years of experience providing property and casualty insurance adjusting services. As defined in Attachment N , Corporate Background and Experience Form.
Provide at least one hundred (100) Non-litigated Committed Adjusters resources that meet the requirements identified Attachment A , Adjusting Services Contract.

As stated above, Tier 1 Vendors are required to provide Litigated Claims Services, Fast Track Claims Services, and Office Space (as specified in **Attachment A**, Adjusting Services Contract). Also, Tier 1 and Tier 2 Vendors shall offer at least 100 Committed Adjusters to Non-litigated Claims Services or the Response will be rejected.

2.4 UTILIZATION OF SERVICES: Regardless of tier, Citizens reserves the right to assign work solely at its discretion and does not guarantee, explicitly or implicitly, that the Vendor will be activated or receive any work assignments during the term of the Contract. However, Citizens intends to allocate the majority of assignments to Tier 1 Vendors who provide the greatest number of adjusting resources capable of delivering accurate, effective and efficient services throughout the Contract term. Tier 2 Vendors will be deployed as necessary based on Citizens' business needs; i.e., during high claim activity periods and/or special projects as determined by Citizens.

Citizens intends to utilize a team-based model across all Adjusting Services where Vendors provide teams of generally 8-10 Adjusters headed by a single team lead tasked with oversight of the group. In addition, Citizens does not guarantee Vendors any volume of work assignments or compensation under either tier.

2.5 SERVICE REQUIREMENTS: The service requirements for this solicitation are contained entirely within **Attachment A**, Adjusting Services Contract.

2.6 CRIMINAL BACKGROUND INVESTIGATION: Vendor **shall submit** a fully completed and signed **Attachment M**, Certification of Criminal History, for each Firm Principal. If one or more of the Firm Principals are unable or unwilling to complete, execute and submit a notarized **Attachment M**, Certification of Criminal History with their Response, Vendor will be deemed non-responsive. Upon notification of award, Vendor must submit a criminal background investigation report as specified in the Contract for each Firm Principal.

2.7 INELIGIBLE VENDORS: Vendors that have previously had a claims services contract with Citizens that was terminated for cause will be deemed non-responsive.

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SECTION 3 RESPONSE INSTRUCTIONS AND EVALUATION CRITERIA

- 3.1 QUESTIONS:** As part of this solicitation there is an open question period, which begins upon release of the solicitation and ends on the date and time specified in Section 1.5, Calendar of Events. Vendors may submit questions in writing to the Procurement Officer identified on page 1 of this solicitation. Citizens will post answers to the questions on Citizens website in accordance with Section 1.5, Calendar of Events, so all questions and answers are available at the same time to all Vendors.

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS SOLICITATION, INCLUDING THE CONTRACT TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD OF THIS SOLICITATION. See section 3.10 below.

- 3.2 CHANGES TO SOLICITATION:** If any changes are made to this solicitation, such changes will be formally made through an amendment or addendum posted on Citizens' website. It is the Vendors' obligation to monitor Citizens' website to review any amendments or addendums.

- 3.3 RESPONSES DUE DATE AND SUBMISSION:** Responses must be received by the Procurement Officer identified on page 1 of this solicitation on or before the date and time specified in Section 1.5, Calendar of Events. After the Responsiveness Review Period, Vendors cannot alter or adjust their Response.

Clearly identify which solicitation the Response is for on the front of the Response submittal as follows:

**[VENDOR NAME]
REQUEST FOR PROPOSALS NO. 14-0019
ADJUSTING SERVICES**

- 3.4 RESPONSE FORMAT:** Responses to this solicitation are to be submitted on CD-ROM only and as further specified below. In their Responses, Vendors must clearly demonstrate their qualifications, competence and capacity to provide services in conformity with the requirements as identified in this solicitation. Responses must be clear and complete, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this solicitation. Elaborate bindings, displays, and promotional material are not desired. Emphasis in each Response shall be on completeness and clarity of content.

VENDORS ARE RESPONSIBLE FOR SUBMITTING THEIR RESPONSES TO THIS SOLICITATION TO THE PROCUREMENT OFFICER BY THE DATE AND TIME SPECIFIED IN THIS SOLICITATION. CITIZENS WILL NOT CONSIDER LATE RESPONSES.

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

It is the Vendors' responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with Citizens. **Responses are evaluated solely on the information and materials provided in your written Response, the use of outside materials or external website links is not allowed. Any links provided in a Vendor's Response will not be reviewed or used to score Responses.** Vendors are required to provide complete information and documentation within their submission which will be used for evaluation.

In response to this solicitation, the following will apply:

- A. Respondents **shall submit** their Responses on two identical CD-ROMs. Electronic documents contained on the submitted CD-ROM shall be searchable and in PDF format unless otherwise specified. Hardcopy submission of Responses is not permitted and will not be accepted. The CD-ROM should be clearly marked with the Vendor name and the Solicitation number only (i.e., "Adjusting Services – RFP 14-0019"). CD-ROM's should be contained in a sealed package that is clearly marked with the solicitation number, company name, the due date and time.

- B. Redacted Copies: If Vendor believes their Response contains information that is confidential, trade secret, or otherwise not subject to disclosure, they may **submit a separate additional redacted electronic version of the Response, provided on a separate CD-ROM**. The information contained on the CD-ROM containing the redacted version shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event Citizens receives a public records request for this information Citizens will be able to respond to such request by providing a copy of redacted electronic version of the document provided by the Vendor. Citizens will rely upon Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. This CD-ROM should be labeled **"Redacted Response"** and be void of any information the Vendor deems exempt from Florida's public record law.

3.5 RESPONSES SUBMITTED ARE PUBLIC RECORDS: By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the 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 Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If a Vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the Vendor **MUST** comply with the following process:

1. Clearly identify each portion of its Protected Record that it believes is statutorily protected from disclosure;
2. Submit a separate electronic copy of Vendor's Response or written communication with only the protected portions redacted; and
3. Submit a separate redaction log that provides a specific statutory citation justifying each redaction.

If Vendor does not identify each portion of a Protected Record as specified herein, Citizens may produce Vendor's non-redacted copy in response to a public records request. If Vendor has complied with the provisions of this section and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor in response to the public record request. If a request is made for the entire non-redacted Protected Record, then Citizens will promptly notify Vendor of the request. Vendor must take immediate and affirmative action to seek legal protection of its Protected Records at issue. Citizens will not defend Vendor's claim in regard to this section. Failure by a Vendor to take action in accordance with this section shall constitute a waiver of its assertion that the Protected Records are exempt from disclosure under the Public Record Laws, and Citizens may either produce the Protected Records or submit the Protected Records to the clerk of court for an in-camera inspection and judicial determination to resolve the dispute. Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency directive to produce a Protected Record.

3.6 RESPONSE CONTENTS: The purpose of a Vendors' Response is to demonstrate its qualifications, competence and capacity to provide services in conformity with the requirements of this solicitation. The Response should be organized on the CD-ROM as follows:


- Each CD-ROM should have separate folders for each Response "Tab"
- Tab folders should be plainly titled "Tab A", "Tab B", etc., as shown below


 Tab A
 Tab B
 Tab C
 Tab D
 Tab E


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

 Tab A

 Attachment A.pdf

 Attachment B.pdf

 Attachment C.pdf

- Response areas that require form submissions (e.g., occupational licenses, financial documents, insurance certificates, etc.) should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length
- Each of the “Tab” folders should contain the corresponding Response area as requested below

TAB A. CERTIFICATIONS / FORMS / OTHER DOCUMENTS: TAB A is separated into two areas as identified below:

A. Vendor **shall submit** the following under Part A of TAB A:

1. Executed **Attachment A**, Adjusting Services Contract.
2. **Attachment B**, Vendor Conflict of Interest Disclosure Form.
3. **Attachment C**, Responsible Vendor Review.
4. **Attachment J**, Ethics and Confidentiality Acknowledgement Form.
5. **Attachment M**, Certification of Criminal History for each identified Firm Principal.
6. Current Certificate of Insurance as defined within **Attachment A**, Adjusting Services Contract.
7. Assigned federal identification employer W-9, and
8. Copy of Vendor’s Florida Registration with the Florida Department of State (“Sunbiz”), Division of Corporations which demonstrates that the Vendor is registered to do business in Florida.

B. Vendor should submit the following as applicable under Part B of TAB A:

1. **Attachment D**, FSBE, FBE & MBE Declaration Form (*if applicable*). Citizens encourages participation by Florida Small Business Enterprises (FSBE). Five points will be awarded to each Vendor who qualifies as an FSBE and submits a notarized **Attachment D**, FSBE, MBE & FBE Declaration Form.
2. **Attachment H**, Certification of Drug Free Workplace Program Form.

TAB B. PRIOR RELEVANT EXPERIENCE OF THE VENDOR: Vendor **shall submit** a fully completed copy of **Attachment N**, Corporate Background & Experience Form in TAB B, signed by a person or representative authorized to legally obligate the Vendor to provide the services identified in this solicitation. Points shall be awarded as specified in **Attachment N**.

TAB C. RESOURCE AND OFFICE SPACE COMMITMENT FORM: Vendor **shall submit** a fully completed **Attachment L**, Resource and Office Space Commitment Form in TAB C. This attachment must be returned to Citizens in an unlocked Excel format.

NOTE: Adjusters may only be counted as a commitment under one service area regardless of how many roles they may be eligible to perform - i.e., an adjuster cannot be committed to both the Non-litigated and Litigated categories.

TAB D. QUESTIONNAIRES: Vendor **shall submit** the following under TAB D:

- A. Completed copy **Attachment E**, Training Questionnaire
- B. Completed copy of **Attachment F**, Quality Assurance Questionnaire

C. Completed copy of **Attachment G**, Business Continuity and Disaster Recovery Questionnaire

TAB E. FINANCIAL INFORMATION:

- A. As a risk management best practice and part of the responsible Vendor determination (pursuant to ss. 287.057 and 287.012, F.S.) Citizens will evaluate the Vendor's financial stability, viability and capacity. Citizens will review documentation submitted by the Vendor to evaluate the Vendor's financial stability, viability, and capacity. The extent of the financial review required is based on the perceived level of risk associated with the services procured and term of the Contract.

The general standard of review is whether the documents provided demonstrate the Vendor has the financial stability, viability, and capacity to perform the services under the Contract for the term of the Contract. The following criteria will be integral in applying this general standard:

- 1) Solvency – the ability of a Vendor to meet its long-term obligations and remain in business over the life of the Contract. Solvency analysis includes comparison of total assets, total liabilities, and owner's equity. It also may include consideration of the nature and type of a Vendor's assets and liabilities, and trends in operating results that could affect future solvency over the life of the Contract.
- 2) Liquidity – the ability of a Vendor to pay its immediate or short-term obligations. Liquidity analysis includes comparison of current assets and current liabilities. It also may include consideration of a Vendor's cash flows and cash reserves.
- 3) Profitability – the results of a Vendor's operations; the excess or deficit of revenue over expenses. Profitability analysis includes consideration of a Vendor's recent operating results, trend analysis, and effect on the Vendor's related solvency.
- 4) Capacity – the ability of a Vendor to produce the required goods or services over the term of the Contract. Capacity analysis includes consideration of size of the Contract to the financial resources available to the Vendor, and to the Vendor's current volume of business.

- B. Mandatory Requirement. The Vendor **shall submit**, the following financial documentation:

- Complete annual financial statements for the most recent fiscal year (or the period the entity has been in existence if less than one year). Complete annual financial statements should include a balance sheet, an income statement, a statement of owners' equity, a statement of cash flows, and accompanying note disclosures. Such statements and note disclosures must clearly identify the basis of accounting on which the financial statements are reported, and contain all other disclosures required by generally accepted accounting principles, or necessary to understand the financial statements under the applicable accounting and reporting basis. Options for complying with this mandatory requirement are provided in paragraph C, below.

- C. Financial Statements. Options for complying with the mandatory requirement in paragraph A, above, are provided in 1) – 6), below. The level of assurance provided by the financial statements submitted will be considered by Citizens according to the following priority, in order, beginning with the highest assurance:

- 1) Financial statements accompanied by the *Audit* report of an independent certified public accountant.
- 2) Financial statements accompanied by the *Review* report of an independent certified public accountant.
- 3) Financial statements accompanied by the *Compilation* report of an independent certified public accountant.
- 4) Financial statements otherwise prepared by a certified public accountant.
- 5) Financial statements prepared by the Vendor's internal management.
- 6) Consolidated financial statements identified in 1) – 6) of the Vendor's parent entity. If Vendor uses this option to validate financial stability, a parental guaranty assuring the parent entity will financially support the Vendor throughout the term of the prospective Contract will be required prior to contracting.

- D. Financial Stability, Viability and Capacity Determination (PASS/FAIL). The Vendor may submit the financial documentation required by paragraph B above, in any manner described in paragraph C. For Vendors submitting documentation under options C.2).-C.6), Citizens, or their designee, will assess the financial stability and viability of the Vendor and make a PASS/FAIL determination, considering:
- 1) The level of assurance provided by the financial documentation submitted. Lower priority levels of documentation are more likely to require additional documentation under paragraphs 5 and 6, below.
 - 2) The financial condition or position of the Vendor during the most recent year.
 - 3) The results of operations of the Vendor during the most recent year.
 - 4) Cash flow of the Vendor during the most recent year.
 - 5) Assessment of solvency, liquidity, and profitability.
 - 6) Assessment of capacity.
 - 7) Disclosures regarding subsequent events, contingencies, concentrations, and litigation.
 - 8) Any other information included in the financial statements which could have an effect on the financial stability and viability of the Vendor.
- E. Clarifications and Additional Documentation. A PASS/FAIL determination may be made at any time prior to recommendation of award. To facilitate the PASS/FAIL determination Citizens may request clarification from Vendors regarding submitted financial documentation and/or, at its discretion, may request alternative or additional documentation or assurances from Vendors which could assist in demonstrating financial stability and viability, including but not limited to copies of tax returns, interim and supporting accounting reports, banking records, affiliated company financial reports, or parental guarantee. The level of assurance and applicability of such information submitted by a Vendor will be considered by Citizens in making its PASS/FAIL determination.

3.7 EVALUATION: Citizens will conduct a comprehensive review and evaluation of all **timely** submitted Responses meeting the requirements outlined in this solicitation. Please note that Citizens, at its sole discretion, reserves the right at any time during the process to reject all Responses that are not in the best interest of Citizens.

- A. MANDATORY SUBMISSION REQUIREMENTS: Failure to provide any of the mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) prior to completion of the Responsiveness Review Period **will result in disqualification** of the Vendor (as non-responsive). Further, a Pass/Fail determination will be made after review of the information contained in:
- **Attachment B**, Vendor Conflict of Interest Disclosure Form,
 - **Attachment C**, Responsible Vendor Review,
 - **Attachment G**, Business Continuity and Disaster Recovery Questionnaire,
 - **Attachment M** – Certification of Criminal History, and
 - Financial Information.

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- B. **SCORED CRITERIA REVIEW:** For the purpose of this evaluation, Responses will be scored via allocation of points as defined in the table below. **Attachment N, Corporate Background & Experience Form, Attachment E, Training Questionnaire, Attachment F, Quality Assurance Questionnaire, and Committed Adjusters – Part A of Attachment L, Resource and Office Space Commitment Form (green cells)** will be evaluated and scored using the methodology and criteria outlined in each of the attachments. As applicable, Relevant Citizens' Experience, **Attachment D, FSBE, FBE & MBE Declaration Form, and Office Space – Part B of Attachment L, Resource and Commitment Form (yellow cells)** will be scored using the methodology and evaluation criteria outlined in this section and/or within the relevant attachments. The following evaluation criteria will be used to evaluate both Tier 1 and Tier 2 Responses:

EVALUATION CRITERIA	TAB	POINTS
Attachment D, FSBE, FBE & MBE Declaration Form (if applicable)	A	0 or 5 Points
Attachment N, Corporate Background & Experience Form	B	0 to 10 Points
Relevant Citizens' Experience	B	0 or 5 Points
Committed Adjusters – Part B of Attachment L, Resource and Office Space Commitment Form	C	0 to 60 Points
Attachment E, Training Questionnaire	D	0 to 10 Points
Attachment F, Quality Assurance Questionnaire	D	0 to 10 Points
Total Maximum Points:		100 Points

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3.8 SCORING GUIDELINES AND METHODOLOGY: The table below provides the scoring guidelines that will be used by the Evaluation Committee as a guide when allocating evaluation scores for Respondent's Attachments E , F and N.

ASSESSMENT	SCORING GUIDELINES	EVALUATOR SCORE
Null	- Reply fails to address the component, provide any description of the component or (if applicable) does not describe any experience related to the component.	0
Poor	- Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	- Reply minimally addresses the requirements, one or more major considerations of the component are not addressed, or is so limited that it results in a low degree of confidence in the Vendor's Response or proposed solution.	2
Adequate	- Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting Citizens' needs for specific criteria.	3
Good	- Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.	4
Excellent	- Reply exceeds all requirements, specifications, and provisions in most aspects for the specific criteria	5

Thereafter, using the following formula, points will be awarded for Attachments E, F and N:

(Evaluator scores (0 – 5) totaled, then averaged) x (total number of points available / 5) = Points Awarded for Attachment.

3.9 AWARD: Using the evaluation criteria specified above, Citizens will score and rank the Responses in each Tier (1 & 2). Citizens will award contracts to the highest ranked Vendors (Tier 1 & 2) until Citizens' goal of at least 5,000 committed Adjusters is met.

For purposes of the 5,000 committed Adjusters, an Associate Adjuster as defined in **Attachment A** Section 5.02 A, will not qualify in the computation of the 5,000 committed Adjusters.

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

3.10 EXCEPTIONS TO CONTRACT TERMS: It is not permissible to submit exceptions to the Contract terms with your Response. 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 solicitation as described in Section 1.5, 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 solicitation. Responses that contain provisions that are contrary to the requirements found in this solicitation and not addressed through an amendment to the solicitation in response to a question raised in the Question period will be deemed non-responsive.

3.11 VENDOR'S REPRESENTATION AND AUTHORIZATION: Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements, terms and conditions of this solicitation.

SECTION 4 SOLICITATION GENERAL CONDITIONS

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

1. There may be a protest of the terms, conditions, and specifications contained in the solicitation, including any provisions governing the methods for ranking bids, Responses, 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' Executive Director within 72 hours after the posting of the solicitation (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) may challenge the decision. **A written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Executive Director within 72 hours after Citizens posts notice of its decision or intended decision.**

A decision or intended decision that can be challenged must be made from a determination of a single source award, rejection of all Responses of a solicitation, or a notice of intent to award a contract pursuant to a solicitation for purchases of commodities or contractual services that exceed the Category Two threshold amount (as defined in Section 287.017, F.S.).

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 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 or statements to the Procurement Officer do not constitute formal notice of a protest.

Any protest concerning this solicitation shall be governed by Section 627.351(6)(e), F.S., and Citizens' Board of Governors Procedures: Procurement Protests ([click here to view](#)). 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, the formal written protest and any other documents related to a protest, is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2312 Killearn Center Blvd, Building A
Tallahassee, FL 32309
Email: Agency.Clerk@citizensfla.com

4.2 **CORPORATE CHANGE:** If Vendor is involved in or undergoing a sale, purchase, merger, or other change in ownership or control ("Change") that will in any way alter the Vendor's legal entity, name, structure, financial status or business operations, Vendor should submit in Tab B of its Response, if applicable:

- A section disclosing all current entities involved in the Change, when the Change is anticipated to take place and any information related to the Change that may affect the Response;
- Each area in Vendor's Response should contain a separate section that discusses whether the Change will alter, modify or otherwise affect the Vendor's Response; and
- If this is not applicable to a Vendor's Response, Vendor should provide a statement that this Section 4.2, Corporate Change is "not applicable".

4.3 **COSTS OF PREPARING SOLICITATION:** Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including costs for materials, meetings on travel.

- 4.4 DISPOSAL OF SOLICITATIONS:** Other than the Vendor's protected intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article I of the Florida Constitution. Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Response received in response to this solicitation. Selection or rejection of the Response will not affect this right.
- 4.5 ELECTRONIC POSTING OF AWARD:** Citizens will electronically post all notices, solicitation documents and addenda on its website at <https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm>.
- 4.6 WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of the Vendor, delivered to the Procurement Officer before the opening date listed in the solicitation. All Responses submitted shall remain property of Citizens and may be subject to the public record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.
- 4.7 MINOR IRREGULARITIES/MATERIAL DEVIATIONS:** Citizens reserves the right to waive any minor irregularity which reflects a non-material deviation, if Citizens determines that doing so will serve Citizens' best interests. Citizens may reject any Response with a material deviation or Response not submitted in the manner specified in this solicitation.
- 4.8 NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST:** The 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 the 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. The 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 solicitation.
- 4.9 REJECTION OF RESPONSES:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation unless otherwise specified, as indicated in the solicitation. Citizens, in its sole discretion, may reject any and all Responses.
- 4.10 TIE BREAKING PROCESS:** In the event a tie occurs in price and/or score between two or more Vendors during a solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria, listed in order of priority:
- All goods or services of the Vendor are manufactured or performed in Florida;
 - The Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
 - All goods or services of the Vendor are manufactured or 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 Vendor recommended 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 witness is present during the coin toss and document the results.
- 4.11 VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the 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. Only written communications from the Vendor signed by an authorized representative will be recognized by Citizens.

**SECTION 5
ADJUSTING SERVICES CONTRACT**

All constant terms and conditions are incorporated into the format **Attachment A**, Adjusting Services Contract.

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THIS CONTRACT (“Contract”) is between Citizens Property Insurance Corporation (“Citizens”), a legislatively created Florida governmental entity, having its principal place of business at 2312 Killearn Center Blvd., Tallahassee, FL 32309, and _____ (“Vendor”) having its principal place of business at _____.

On December 22, 2014, Citizens issued a Request for Proposal No.: 14-0019 for Adjusting Services (the “RFP”). The Vendor submitted a proposal (“Vendor’s Proposal”), which was accepted and approved by Citizens. This Contract is a direct result of the terms set forth in the RFP and Vendor’s Proposal. Citizens and the Vendor enter into this Contract to provide professional insurance adjusting services (“Adjusting Services,” as further defined herein).

In consideration of the mutual promises and restrictions stated herein, the parties acknowledge and agree to the following:

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Article I. Definitions

As utilized in this Contract, the following terms have the following meanings:

“Adjuster” - means 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 this Contract.

“Best Claims Practices and Guidelines” – means the claims and estimating guidelines developed by Citizens for the administration and adjustment of claims incurred on Citizens’ policies. A copy of the Best Claims Practices and Guidelines is attached to this Contract as Exhibit D. Citizens, in its sole discretion, reserves the right to periodically revise the Best Claims Practices and Guidelines in order to meet Citizens’ business needs, legislative requirements, or for other legal or business-related purposes.

“Business Hours”– means the hours from 8:00 AM to 6:00 PM EST, Monday through Friday excluding Citizens’ observed holidays.

“Committed Adjusters” – means the total number of Adjusters that the Vendor is obligated hereunder to make available for Citizens to provide Adjusting Services as identified in Exhibit B.

“File Audit” – means a detailed review and report of an open or closed claim file to determine compliance with the Best Claims Practices and Guidelines.

“Onsite Audit” – means a detailed onsite review and report of a claim location to determine Adjuster compliance to the Best Claims Practices and Guidelines.

“Quality Assurance” or “QA” - means a defined methodology and set of procedures for the purpose of monitoring and enforcing performance standards related to Adjusting Services.

Article II. Contract Term and Renewal Options

This Contract shall be effective upon the date on which the last party has executed the Contract and shall continue for three years. Additionally, Citizens has the option for up to three (3), one-year renewal terms to be exercised in writing at Citizens’ discretion. Renewal terms will have the same terms and conditions set forth herein, including any written amendments.

Article III. Adjusting Services

Vendor is hereby designated a Tier ____ Vendor. Vendor shall provide to Citizens professional insurance adjusting services through its Adjusters as described in this Contract. Adjusting Services shall include the provision of services by any Vendor staff necessary to support and provide the professional services of Adjusters such as management administrative support staff. As a part of performing any type of Adjusting Services and in addition to any other responsibilities of Vendor described in this Contract, Vendor shall be responsible for:

- A. Maintaining the number of Committed Adjusters stated in Exhibit B.
- B. Monitoring and ensuring its Adjusters are properly licensed and maintain compliance with all applicable laws, rules and regulations.
- C. Inputting Florida adjusting license information along with other designated credentialing requirements into the appropriate Citizens’ system.
- D. Ensuring that Adjusters who do not meet the applicable requirements are prohibited from providing Adjusting Services.
- E. Providing qualified and credentialed Adjusters for claims throughout the state of Florida as ordered and assigned by Citizens.
- F. Providing management and oversight of Adjusters providing Adjusting Services.
- G. Coordinating and monitoring work assignments and performing routine performance evaluations.
- H. At the expense of the Vendor, ensuring Adjusters possess the required equipment and utilize Citizens’ current software including estimatics to perform Adjusting Services in both field and office settings.
- I. If determined by Vendor or at Citizens’ request, removing any Vendor staff promptly for any reason from Citizens property and any assigned Adjusting Services; and at Citizens discretion, replacing removed staff within 72 hours;
- J. As required by Citizens, providing Adjusting Services after Business Hours and during weekends and holidays.
- K. Providing dedicated, full time internal training personnel and resources to ensure Vendor staff is adequately trained in order to provide Adjusting Services.
- L. Providing dedicated Quality Assurance personnel to ensure Adjusting Services are being performed satisfactorily and consistent with this Contract.
- M. Ensuring that all Vendor’s staff performing services under this Contract have a unique Citizens-approved login and password to submit information into the applicable Citizens systems.

- N. Ensure Adjusters are not assigned to Non-Litigated Adjusting Services and Litigated Claims Adjusting Services at the same time. Once assigned to Litigated Claims Adjusting Services, an Adjuster may not be assigned to Non-Litigated Claims Adjusting Services without the written permission of Citizens.

Section 3.01 Non-Litigated Claims Adjusting Services

Non-Litigated Claims Adjusting Services are residential insurance adjusting services but do not include Litigated Claims Adjusting Services. Citizens engages Adjusters to service non-litigated claims under several service models which are described in further detail below.

- I. Managed Claims Model (MCM). Under this model, Adjusters manage all aspects of a claim within the scope defined in the Best Claims Practices and Guidelines, this Contract and any other directive communicated by Citizens. The Managed Claim Model encompasses the adjustment, management and conclusion of a claim. MCM Adjusting Services responsibilities include, but are not limited to:
1. Completing a full investigation of the claim facts, cause and origin.
 2. Completing the evaluation of damages to include scoping, estimating and pricing.
 3. Regularly communicating to the policyholder and their representatives claim status and all information necessary for the management of the claim.
 4. Negotiating claim settlement as overseen and within the authority granted by Citizens.
 5. Appropriately submitting the request for payment processing to include applicable settlement documents, loss adjustment expense documentation and correspondence.
 6. Completing or correcting any work found to be deficient by Citizens after being submitted for payment processing.
 7. Completing other work on the claim as directed by Citizens which may include subrogation, salvage, assistance in preparation of files for suit.
 8. Communication to Citizens of claim status and appropriate reserve needs throughout the life of the claim.
 9. Provide supervision of loss adjustment process.
 10. Adhere to high standards of professional conduct.
 11. Vendor and its Adjusters shall have no authority to issue a coverage-based denial of a claim without prior written approval of Citizens; and
 12. Comply with all other requirements in the individual claims assignments.
- II. Fast Track Model. The “Fast Track Model” is similar to the MCM but is used for simple, low-severity losses. The Fast Track Model is only open to Tier 1 Vendors. Under the Fast Track Model, Adjuster involvement from first notice of loss until closure is limited to desk adjusting without onsite presence unless otherwise approved in writing by Citizens. Citizens will employ this model at its discretion and Adjusters performing Fast Track Model services must be located at the Vendor’s Jacksonville office location, unless a disaster recovery plan has been triggered.
- III. Task Assignment Model. Citizens also engages Adjusters under its “Task Assignment Model” where the Adjuster performs discrete tasks but is not responsible for overall management of the claim. The following terms apply to such assignments:

1. *Assignment and Completion of Task Assignments.* Task assignments will be electronically distributed to Vendor using the applicable Citizens system. Upon receipt of a work assignment, Vendor will assign one of its Adjusters. Vendor shall ensure that the specific claim tasks are completed according to the Best Claims Practices and Guidelines. Task assignments may include scoping, estimating and/or pricing covered repairs. Vendor and its Adjusters shall timely respond to and complete any additional work including any corrections that are required after the assignment has been returned to Citizens. At Citizens' discretion, alternative methods for notification of a work assignment may be initiated. Due to legislative, regulatory or insurance policy changes and other reasonable cause, Citizens may provide additional guidelines and changes including modification of requirements or duties of a work assignment.
2. *Communication.* The Adjuster must coordinate communications between Citizens and the policyholder or the policyholder's representatives (including but not limited to association presidents, board members, property owner, owners agent or public adjuster) according to the Best Claims Practices and Guidelines.
3. *Status Reporting.* The Adjuster must provide routine activity updates into the applicable Citizens systems in order to log, track, diary and compile all file documentation. Adjuster shall provide to Citizens electronic copies of any and all file documentation and information in the format designated by Citizens.

Section 3.02 Litigated Claims Adjusting Services

Citizens engages Adjusters to service litigated claims similar to MCM in that the Adjuster has primary responsibility for all aspects of the claim within the limitations set forth in this Contract, and other operational directives determined by Citizens. For purposes of this Contract, when Vendor has been authorized by Citizens to perform Litigated Claims Adjusting Services, such services shall also be known as the Adjusting Services. For Adjusters performing Litigated Claims Adjusting Services, Citizens has established a formalized set of rules defining such Adjuster's authority for loss adjustment expenses and indemnity payments and / or settlements, as well as certain trigger issues which require escalation to supervisory staff.

As a part of the Litigated Claims Adjusting Services, Vendor may also be required by Citizens to:

- A. Oversee the direct file handling, ownership, management and adjustment of one or more litigated claims arising out of any of the various Citizens insurance policies. A file includes but is not limited to:
 1. Lawsuit over an issue or issues arising from the claim including when Citizens has initiated a lawsuit against its insured over an issue or issues arising out of a claim or a lawsuit filed against a Citizens insured by a third party.
 2. Statutory alternative dispute resolution.
 3. Appraisals within litigation.
- B. Manage first and third party matters of varying complexities or in any combination thereof as determined appropriate or necessary by Citizens.

Section 3.03 Time and Materials Adjusting Services

Vendor may be required by Citizens to provide qualified Adjusters for various tasks unrelated to a specific claim. For purposes of this Contract, when Vendor has been authorized by Citizens to

perform Time and Materials Adjusting Services, such services shall also be known as the Adjusting Services. In such case, the payment for these Adjusting Services will be on a time and materials basis at either the hourly or the daily rates shown on Exhibit A Compensation Schedule. Prior to committing to the order, Vendor will provide a detailed written estimate based on the scope of the assignment. After receipt of the estimate, Citizens will either formalize the engagement by placing an order or decline the engagement. If the Adjusting Services are ordered, Vendor shall comply with any requirements or deadlines as directed by Citizens.

Article IV. Vendor Office Space

Where Citizens has designated Vendor as Tier 1, Vendor shall agree to provide adequate and sufficient office space in accordance with this Article to house Adjusters providing Non-Litigated Claims Adjusting Services under the Fast Track Model and Litigated Claims Adjusting Services. For avoidance of doubt, Vendor is not obligated to provide such office space where Citizens has designated Vendor as Tier 2. Where Vendor is required to provide office space, such office space must meet the following requirements:

- A. Sufficient to house 100% of Committed Adjusters performing Litigated Claims Services and Fast Track Claims Services.
- B. Contain or connect to disaster recovery and backup systems sufficient to provide 100% recovery of business operations within twenty-four (24) hours of a total loss of the office space.
- C. Be located within the city limits of Jacksonville, Florida.

Article V. Adjuster Classifications and Requirements

Section 5.01 Vendor General Requirements

Vendor shall be responsible for the overall management and actions of Vendor's staff who are providing Adjusting Services.

- A. General Management. In the discharge of its general duty to manage performance of the Adjusting Services, the Vendor shall:
 - 1. Within thirty (30) days of the Contract execution, Vendor must identify to Citizens the primary and secondary management contacts responsible for the complete oversight and management of Citizens' assigned claims.
 - 2. Ensure Vendor's staff tasked with management and oversight of Adjusting Services are available during Citizens' Business Hours.
 - 3. Ensure each assigned Adjuster submits a time record directly to Vendor's manager or point of contact. At any time during this Contract, Citizens may require copies of time records from the Vendor.
 - 4. Ensure that the Adjusting Services comply with the Best Claims Practices and Guidelines and any other policies or processes set forth by Citizens, including but not limited to:
 - a. Monitoring file production on a weekly basis to determine compliance with Citizens' production requirements; and
 - b. Provide detail reports to Citizens related to Vendor performance upon request.

- c. Removing or replacing Vendor's staff that are unable to meet the minimum production and/or quality requirements as outlined in the Best Claims Practices and Guideline and preventing them from providing further work on behalf of Citizens.
- B. Staff Appearance. Vendor shall ensure that all Vendor's staff maintain a well-groomed appearance and wear appropriate work attire at all times while performing any Adjusting Services pursuant to this Contract. Appropriate work attire includes, but is not limited to clean: appropriate footwear, khaki type pants, and collared shirts. Vendor's staff is prohibited from wearing denim (blue jeans) or short pants while at a Citizens' policyholders' home or business.
- C. Staff Standards of Conduct. Vendor shall immediately remove any of its staff from providing Adjusting Services where such staff fail to meet any standards of conduct identified or communicated by Citizens, including but not limited to:
 - 1. Vendors' staff shall not carry a weapon on their person while performing Adjusting Services.
 - 2. Vendors' staff shall not use impairing drugs, chemicals, or alcohol while performing Adjusting Services.
 - 3. Vendor's staff shall avoid using their duties and obligations under this Contract to engage in any conduct that could create either an actual or perceived conflict of interest due to an ongoing business relationship with an entity other than Citizens which would enable Vendor's staff to receive an improper benefit or unfair competitive advantage.
- D. Teamwork. At Citizens discretion, Vendor staff may be required to work in cooperation with other vendor's staff or report to a supervisor from another Vendor. Vendor shall cooperate and cause its staff to cooperate with any other Citizens' vendor or any other party identified by Citizens.

Section 5.02 Non-Litigated Adjuster Classifications

This section specifies minimum qualifications required for each classification of Adjuster. Citizens may utilize any classification of Adjuster or team lead in any role based on the needs of Citizens in the performance of Non-Litigated Claims Adjusting Services and Litigated Claims Adjusting Services. Prior to submission to Citizens, the Vendor will confirm all Adjuster's meet or exceed the minimum requirements for the requested classification.

- A. Associate Adjuster: Associate Adjusters are those Adjusters who do not meet the qualifications of Adjuster I and will be utilized at Citizens discretion based on need. These Adjusters will handle less complex claims with direct oversight and are subject to the following minimum requirements:
 - 1. Possess an active adjusting license in the State of Florida as defined by the State of Florida Department of Financial Services ("DFS") and,
 - 2. Minimum of six (6) months adjusting experience
- B. Adjuster I: In addition to the mandatory requirements outlined above for Associate Adjuster, Adjuster I must possess all of the following minimum skills and qualifications:
 - 1. Minimum of two (2) years adjusting multi-peril property losses;
 - 2. Minimum of two (2) years experience working with experts, consultants, etc.;

3. Experience handling property losses;
 4. Knowledge of Florida property claims law and jurisdictional issues including but not limited to application of local building codes and condominium statutes;
 5. Physical ability to climb roofs, enter crawl spaces, and perform other physical acts necessary to provide the Adjusting Services;
 6. Ability to investigate, document, scope, and estimate damages per Citizens' guidelines;
 7. Proficiency in the review, preparation and evaluation of scope of damage and dollar estimates utilizing the estimating platform currently in use by Citizens;
 8. Ability to reconcile, negotiate, and settle claims with policyholder and/or their representative;
 9. Ability to research, analyze, and interpret policy language and Florida State law as it applies to assigned claims;
 10. Possess strong oral and written communication skills;
 11. Ability to maintain file quality in accordance with Citizens' best practices and standards for quality assurance;
 12. Ability to properly submit vendor invoices to Citizens in a timely manner;
 13. Ability to analyze claims and evaluate relevant issues with the processes established by Citizens Subrogation, Salvage and the Special Investigation work units.
 14. Ability to evaluate and negotiate claim settlements;
 15. Strong caseload management skills to include preparing reports and monitoring activities of experts when necessary; and
 16. Ability to represent Citizens in claim adjudication, hearings, depositions, mediations, trials, and other court proceedings.
- C. Adjuster II: In addition to the mandatory requirements outlined above for Adjuster I, Adjuster II must possess the following minimum skills and qualifications:
1. Minimum of four (4) years experience adjusting multi-peril property losses;
 2. Experience handling complex property losses;
 3. Ability to conduct comprehensive claims investigations involving complex issues regarding coverage, liability and damages with strong working knowledge of applicable Florida laws;
 4. Prior experience managing multiple experts, and consultants; and
 5. Ability to effectively present and articulate complex claims to Citizens' management for reserve and settlement authority.
- D. Adjuster III: In addition to the mandatory requirements outlined above for Adjuster II, Adjuster III must possess the following minimum skills and qualifications:
1. Minimum of eight (8) years experience adjusting multi-peril property losses in a field environment; and
 2. Field experience handling total property loss claims;

- E. Team Lead I: Team Lead I must possess all of the Adjuster II minimum skills and qualifications, plus the following skills and qualifications:
1. Minimum of two years of claims supervisory experience.
 2. Ability to supervise and manage a team of Adjusters in accordance with Citizens processes and procedures including managing a team of up to twenty adjusters.
 3. Ability to manage adjuster file quality standards in accordance with Citizens' Procedures, Best Claims Practices and Guidelines and other applicable standards.
 4. Complete File Audits in compliance with Citizens' policies and procedures, including accuracy of Vendor fee invoices before submitting to Citizens.
 5. Train, mentor and coach Adjuster teams as outlined in the Claims Best Practices and Guidelines.
 6. Capability to attend Citizens' meetings and inspections as required by Citizens. There shall be no additional fees for attendance at these meetings and inspections.
 7. Ability to review, analyze and develop action plans based on Quality Assurance data and management direction.
 8. Possess comprehensive knowledge of estimating programs for evaluating and determining scope and repair costs.
- F. Team Lead II The Team Lead II must possess all of the Team Lead I and Adjuster II minimum skills and qualifications, plus a minimum of six (6) consecutive years of property loss adjusting experience and a minimum of three years of claims supervisory experience.
- G. Team Lead III The Team Lead III must possess all of the Team Lead I and Adjuster III minimum skills and qualifications, plus possess a minimum of ten (10) years of property loss adjusting experience and a minimum of five (5) years of claims supervisory experience.

Section 5.03 Litigated Adjuster Classifications

Adjusters assigned to provide Litigation will be required to possess the following skills and experience where applicable:

A. General Requirements

1. Possess exceptional written communication and organizational skills;
2. Ability to effectively communicate verbally and in writing;
3. Ability to effectively interact with external business partners and exercise independent judgment;
4. Ability to review, interpret and accurately apply policy language;
5. Ability to evaluate claims and address policy coverage issues;
6. Possess strong caseload management skills;
7. Ability to develop strategy and settlement solutions for claims;
8. Ability to review and interpret legal pleadings, legal opinions, expert reports and case law as necessary;
9. Ability to proactively direct and monitor the discovery process;

10. Ability to prepare summary reports and monitor activities of experts;
11. Ability to continuously document the claims and/or litigation file timely and appropriately;
12. Ability to prepare settlement evaluations and negotiate settlements;
13. Ability to continuously evaluate file for settlement opportunity or court adjudicated file resolution;
14. Ability to calculate, negotiate and issue settlement payments with claimants and attorneys accurately and within specified time frames;
15. Ability to attend and effectively represent Citizens in mediations, court hearings, trials or other legal proceedings as necessary and required; and
16. Ability to effectively present and articulate complex claims to Citizens management for reserve and settlement authority.

B. Property Claims Litigation Requirements

An Adjuster handling property claims must possess the following skills in addition to the requirements listed above:

1. Ability to institute and manage the property appraisal process in litigated files;
2. If requested, the ability to handle complex claims in litigation including commercial claims; and
3. Demonstrate working knowledge of subrogation, salvage and Special Investigation Unit (SIU) processes.

C. Liability Claims Requirements

An Adjuster handling liability claims must possess the following skills in addition to the requirements listed above:

1. Experience handling personal and commercial lines cases involving serious injury or death;
2. Possess a minimum of 4 years adjusting experience handling third party liability claims;
3. Ability to conduct comprehensive claims investigations involving complex issues regarding coverage, liability and damages with strong working knowledge of applicable Florida State negligence laws;
4. Ability to review and interpret medical reports; and
5. Comprehensive knowledge of liability claims practices and both legal and medical terminology.

D. Litigation Adjuster Classifications: As requested by Citizens subsection A, B, and C of the requirements above apply to the Adjuster classes below when applicable.

Adjuster I:

1. Two (2) years property claims experience; or

2. Hold a Juris Doctor from an institution that is accredited by the American Bar Association, and is properly licensed as an adjuster in the State of Florida, and also has either:
 - i. a minimum of one (1) year claims experience, or
 - ii. a minimum of forty (40) cumulative hours of training in programs that are:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property Casualty Underwriters; or
3. An attorney at law duly licensed to practice law in the State of Florida, and is in good standing with The Florida Bar, and is exempt from adjuster licensure pursuant to 626.860, Fla. Stat., and also has any one of:
 - i. a minimum of six (6) months claims experience, or
 - ii. a minimum of six (6) months insurance claims litigation experience, or
 - iii. a minimum of forty (40) cumulative hours of training in programs that are either:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property and Casualty Underwriters.

Adjuster II:

1. Four (4) years property claims experience that includes at least two (2) years claims litigation experience or four (4) years liability claims experience, as applicable; or
2. Hold a Juris Doctor from an institution that is accredited by the American Bar Association, and is properly licensed as an adjuster in the State of Florida, and also has either:
 - i. a minimum of two (2) years claims experience, or
 - ii. a minimum of eighty (80) cumulative hours of training in programs that are:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property Casualty Underwriters, or
3. An attorney at law duly licensed to practice law in the State of Florida, and is in good standing with The Florida Bar, and is exempt from adjuster licensure pursuant to 626.860, Fla. Stat., and also has any one of:

- i. a minimum of one (1) year claims experience, or
- ii. a minimum of one (1) insurance claims litigation experience, or
- iii. a minimum of eighty (80) cumulative hours of training in programs that are either:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat., or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property and Casualty Underwriters.

Adjuster III:

1. Eight (8) years property claims experience, that includes at least three (3) years claims litigation experience; or
2. Hold a Juris Doctor from an institution that is accredited by the American Bar Association, and is properly licensed as an adjuster in the State of Florida, and also has either:
 - i. a minimum of three (3) years claims experience, or
 - ii. a minimum of one hundred–twenty (120) cumulative hours of training in programs that are:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property Casualty Underwriters; or
3. An attorney at law duly licensed to practice law in the State of Florida, and is in good standing with The Florida Bar, and is exempt from adjuster licensure pursuant to 626.860, Fla. Stat., and also has any one of:
 - i. a minimum of two (2) years claims experience, or
 - ii. a minimum of two (2) years insurance claims litigation experience, or
 - iii. a minimum of one hundred-twenty (120) cumulative hours of training in programs that are either:
 - a. approved by DFS as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat., or
 - b. approved by Citizens as qualifying towards litigated claims adjuster training, or
 - c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property and Casualty Underwriters.

Section 5.04 Quality Assurance Adjuster Classifications

This section specifies minimum qualifications required for each classification of Quality Assurance Adjuster. Quality Assurance Adjusters may, based on the needs and direction of Citizens, provide Adjusting Services for non-litigated and litigated claims.

- A. Quality Assurance File Auditor I, and Quality Assurance Re-inspector I. A Quality Assurance File Auditor I and Quality Assurance Re-Inspector I must possess the Adjuster III minimum skills and qualifications described in Section 5.02, and, as the case may be Section 5.03, plus the following minimum skills and qualifications:
1. Minimum of eight (8) years of multi-peril property loss adjusting experience; three (3) of the eight (8) years must include field adjusting experience;
 2. Minimum of two (2) years cumulative experience in Quality Assurance audits or Onsite Audit;
 3. Ability to complete File Audits for compliance with Citizens' procedures, Best Claims Practices and Guidelines and other applicable Citizens' standards;
 4. Ability to schedule appointments for Onsite Audits as necessary;
 5. Ability to review and reconcile claim estimates;
 6. Ability to document trends and training issues as needed and communicate action plans for adjusters with deficiencies;
 7. Ability to assist in resolving customer complaints;
 8. Possess comprehensive knowledge of estimating programs for evaluating and determining scope and repair costs;
 9. Possess a wide range of experience across various classes of business and types of risk including, but not limited to, residential and non-residential condominium associations, apartments or other commercial exposures, and sinkhole claims;and
 10. Ability to articulate audit findings to various audiences..
- B. Quality Assurance File Auditor II, and Quality Assurance Re-inspector II. Quality Assurance File Auditor II and Quality Assurance Re-inspector II must possess the Quality Assurance File Auditor I and Quality Assurance Re-inspector I minimum skills and qualifications plus the following skills and qualifications:
1. Minimum of ten (10) years of multi-peril property loss adjusting experience; a minimum of four (4) of the ten (10) years must include commercial field adjusting.
- C. Quality Assurance Team Lead I. A Quality Assurance Team Lead I must possess Quality Assurance File Auditor I and Quality Assurance Re-inspector I minimum skills and qualifications, plus the following minimum skills and qualifications:
1. Minimum of ten (10) years of multi-peril property loss adjusting experience; a minimum of five (5) of the ten (10) years must include field adjusting experience;
 2. Minimum of three (3) years of Quality Assurance audit and / or Onsite Audit experience.
 3. Ability to supervise and manage a team of Adjusters, with a minimum ratio of one (1) lead to eight (8) Adjusters.
 4. Ability to act as the team's single point of contact for Adjusting Services.

- D. Quality Assurance Team Lead II. Quality Assurance Team Lead II must possess Quality Assurance Team Lead I minimum skills and qualifications, plus a minimum of five (5) years multi-peril commercial field loss adjusting experience.

Article VI. Vendor Credentialing

Vendor acknowledges that Citizens employs a comprehensive and ongoing credentialing management process for professional services provided including for the Adjusting Services. The Vendor agrees to participate in Citizens' credentialing management process and ensure that all credentialing requirements are met by Vendor's staff. Vendor acknowledges that Citizens may change credentialing requirements as it deems appropriate in response to changing business, regulatory and technological requirements and capabilities and Vendor agrees that it shall comply with any credentialing requirement changes implemented by Citizens.

Section 6.01 Vendor Background Investigation Report

Before any Adjuster can provide Adjusting Services, Vendor, at Vendor's expense, agrees to conduct and submit to Citizens a background investigation report on each Adjuster and input the results into Citizens systems as directed by Citizens. The background investigation report must include criminal and professional background information as provided herein. Vendor will provide an updated criminal background report annually for all Adjusters and applicable Vendor staff. Where Vendor fails to timely provide such report, Citizens shall have the right, at Citizens' sole election, to immediately terminate this Contract or to request the immediate removal of the Committed Adjuster or Adjuster or Vendor staff from providing the Adjusting Services.

- A. Background Standards for Adjusters. All Adjusters must meet the standards stated below prior to performing Adjusting Services:
1. *Criminal History Report.* Citizens' Applicant Background Review Guide attached hereto as Exhibit C. Citizens may modify the standards stated in the Applicant Background Review Guide in response to changing legal, regulatory or business requirements.
 2. *Sex Offender Status.* No Adjuster with a current registration on any sex offender database or registry may perform services under this Contract.
- B. Background Investigation Report Components and Standards. The background investigation report submitted to Citizens must be filed annually by June 15th, include the following components and meet the following standards:
1. *Criminal History Report.* The background investigation report must include a criminal history report. For the initial credentialing process, the criminal history report must have been conducted no earlier than thirty (30) days prior to submission to Citizens and Citizens will not accept any criminal history reports not conducted within such timeframe. The criminal history report must be provided by a recognized, approved third-party provider of such reports. The criminal history report must include, at a minimum, all state and federal felony convictions, all state and federal misdemeanor convictions for the past ten (10) years, any conviction of any crime in violation of the Violent Crime Control and Law Enforcement Act of 1995, and any pending deferred adjudications of any of the above during the past ten (10) years. "Convictions" for purposes of this requirement includes adjudications of guilt, guilty pleas or pleas of no contest or nolo contendere. For each crime listed, the report must provide the date of charge, charge information, degree of charge, date of disposition and disposition.

2. *Sex Offender Status.* The criminal history report or an approved, separate sex offender status report must include a national crosscheck of all sex offender databases and registries. The report must include the Dru Sjodin National Sex Offender Public Website as well as state sex offender registries that encompass all counties in each state.
3. *Professional Background Report.* The professional background report will verify the Adjuster has met the minimum education, qualifications, and experience requirements as required for the applicable Adjuster classification. The professional background report must include all relevant licenses and any disciplinary history.
4. *Identity Verification.* The identity verification will include, but not be limited to, the following information:
 - a. Social Security Number validation shall include a national crosscheck trace and verification of the Social Security Number;
 - b. All residential address histories dating back a minimum of ten (10) years; and,
 - c. Any alias or maiden names associated with the Social Security Number.

Section 6.02 Additional Credentialing Submission Requirements

Within thirty (30) calendar days of execution of this Contract, Vendor will be required to access applicable Citizens' system to input, maintain and update Vendor qualification and credentialing information including all necessary information regarding Adjusters and applicable Vendor staff. Citizens will utilize this information to verify that Vendor has met and continues to meet certain requirements stated in this Contract. Vendor acknowledges that it is the Vendor's responsibility to ensure all requirements are met and documents are provided to Citizens prior to receiving or accepting any work assignments. The Vendor specific credentialing data required is outlined below:

- A. Vendor Conflict of Interest Disclosure Form (Exhibit E). The Vendor shall upload to Citizens system the Vendor Conflict of Interest Form that Vendor included as a part of its Proposal within thirty (30) calendar days of execution of this Contract or as otherwise directed by Citizens. Vendor shall upload to Citizens System a then-current Vendor Conflict of Interest Disclosure Form to Citizens no later than April 15th of each year of the Contract term thereafter or immediately following any material change in circumstance. Where Vendor fails to timely upload such form, Citizens shall have the right, at Citizens' sole discretion, to immediately terminate this Contract.
- B. Financial Documents. The Vendor shall upload to Citizens system the financial documents listed below within thirty (30) calendar days of execution of this Contract or as otherwise directed by Citizens. Vendor shall upload to Citizens system the then-current version of the financial documents listed below no later than April 15th of each year of the Contract term thereafter. Where Vendor fails to timely upload such documents, Citizens shall have the right, at Citizens' sole election, to immediately terminate this Contract.
 1. A copy of the Vendor's most recent year end audited financial statements and the most recent interim financial statements;or
 2. If financial statements are not audited, provide a year-end compilation or a review and the most recent interim financial statements;or
 3. If none are available, indicate such and provide year-end internal financial statements which must include the balance sheet, income statement and the most recent interim financial statements.

4. The Vendor should provide the name, address and telephone number of the fiscally responsible representative of the Vendor's organization;
 5. The Vendor should provide the reports and statements required of a publicly held corporation, if available;
 6. The Vendor should provide any other pertinent information as requested by Citizens;
 7. A non-publicly held Vendor should provide a credit report or a Dunn and Bradstreet Report; and,
 8. A signed W-9 with Federal Employment Identification Number.
- C. Certificate of Insurance. The Vendor shall upload to Citizens systems an in-force certificate of insurance that meets the minimum insurance requirements defined in Article XII, within thirty (30) calendar days of execution of this Contract or as otherwise directed by Citizens. Vendor shall upload to Citizens system a new certificate of insurance annually upon renewal of coverage or when a new policy is issued. Where Vendor fails to timely upload such certificate of insurance, Citizens shall have the right, at Citizens' sole election, to immediately terminate this Contract.
- D. Ethics and Confidentiality Acknowledgement Form. The Vendor shall upload to Citizens system the Ethics and Confidentiality Acknowledgement Form for each member of Vendor's staff within thirty (30) calendar days of the execution of this Contract or as otherwise directed by Citizens. Vendor shall upload to Citizens system a then-current Ethics and Confidentiality Acknowledgement Form for each member of Vendor staff no later than April 15th of each year of the Contract term thereafter or upon any material change in circumstance. Where Vendor fails to timely upload such form, Citizens shall have the right, at Citizens' sole discretion, to immediately terminate this Contract.
- E. Resume. The Vendor shall upload to Citizens system a current and detailed resume for each adjuster, in the format approved by Citizens, annually by April 15th and within thirty (30) calendar days of the execution of this Contract or as otherwise directed by Citizens to Citizens systems. A detailed resume for each Adjuster shall include at minimum, the Adjuster's principal location of residence, prior adjusting experience and relevant work history with dates of employment, any certifications or related training, and client references related to work represented by the Adjusting Services. The resume shall substantiate the Adjuster's property loss adjusting experience and match the information inputted by Vendor for the Adjuster under the qualifications section within Citizens systems. Where Vendor fails to timely upload such detailed resume, Citizens shall have the right, at Citizens' sole discretion, to request the immediate removal of the Adjuster from providing the Adjusting Services.

Section 6.03 Credentialing Submission.

The Vendor shall submit the following to Citizens’ Contract Manager according to the requirements as outlined in the table below:

VENDOR (ENTITY) CREDENTIALING REQUIREMENTS

	Minimum Qualification Requirement	Initial Submission	Renewal Thereafter
Conflict of Interest	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	Within 30 days of contract execution	April 15th Annually
Florida Registration	Minimum of five (5) years in business, to be verified via Florida Department of Corporations. Must be on file with Sunbiz.	Upon Submission	April 15th Annually
Financials	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	Within 30 days of contract execution	April 15th Annually
Certificate of Insurance	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	Within 30 days of contract execution	Upon renewal or reissuance of coverage
W-9	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	Within 30 days of contract execution	April 15th Annually
Business Continuity & Disaster Recovery Plan	As outlined in Article XII. General Terms and Conditions	Within 30 days of contract execution	April 15th Annually
System Requirements	As outlined in Article XII. General Terms and Conditions	Prior to Receiving Work Assignments	N/A

VENDOR (DESIGNEE) CREDENTIALING REQUIREMENTS

	Minimum Qualification Requirement	Required Roles / Classifications	Initial Submission	Renewal Thereafter
Background Investigative Reports	As outlined in Article VI. Vendor Credentialing Section 6.01 Vendor Staff Background Investigation Report	All Vendor staff	Upon Submission	June 15th Annually
Resume	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	All Adjusting Classifications	Upon Submission	April 15th Annually
Qualifications	As outlined in Article V. Adjuster Requirements and Classifications	All Adjusting Classifications	Upon Submission	April 15th Annually per Section 6.02 E
Florida Adjusters License & Appointment	As outlined in Article III. Adjusting Services Section 3.03 Adjusting Services	All Adjusting Classifications	Upon Submission	Upon Expiration per DFS
Training	As outlined in Article VIII. Service Level Requirements	All Training Roles & Adjusting Classifications	Within 10 business days of training	TBD Annually
Ethics & Confidentiality	As outlined in Article VI. Vendor Credentialing Section 6.02 Additional Credentialing Submission Requirements	All Roles and Adjusting Classifications	Upon Submission	N/A

Article VII. Work Assignment

Credentialing requirements for Vendor and its Adjusters must be completed prior to being eligible to receive any assignments under this Contract. Citizens will, from time to time, assign work under this Contract to Vendor's Adjusters. Citizens may make such work assignments to Vendor for delegation to an Adjuster or may direct the assignment of specific Adjusters based on special qualifications or experience and Citizens' particular needs. Vendor acknowledges that Citizens

does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of work assignments under this Contract. At its sole discretion, Citizens will assign claims and task assignments to vendors based on vendor performance, capability and capacity. To aid in this process, Vendor acknowledges that Citizens will employ a comprehensive vendor ranking and evaluation process to include performance and quality assessment measurements using an ongoing performance report or scorecard.

Article VIII. Service Level Requirements

The Vendor shall ensure all Adjusting Services meet the service standards set forth in this Contract, including those requirements outlined below. As part of these requirements, Citizens may require Vendor and Vendor's staff to participate in meetings, teleconferences or training to discuss, assess and calibrate the delivery of Adjusting Services. Any service standard or requirement set forth below may be modified due to changes in state law, judicial decision or administrative regulation.

- A. Service Standards. At Citizens' discretion and in accordance with the Best Claims Practices and Guidelines, Vendor and/or its staff will be required to perform to the following standards with regards to the Adjusting Services provided. All service standards and requirements will be measured through the applicable Citizens system for compliance. Without limiting the foregoing, Vendor and / or its staff must:
1. Update the applicable Citizens system with routine status reports, diary notes and other file documentation as directed by Citizens;
 2. Follow up on phone calls, correspondence and requests as necessary to any and all parties in accordance with Citizens Guidelines and procedures;
 3. For Non-Litigated Adjusting Services, make initial contact with policyholder or policyholder's representative within twenty-four (24) hours of Vendor's acceptance of the work assignment;
 4. For Non-Litigated Adjusting Services, ensure that damage is inspected within forty-eight (48) hours of initial contact with policyholder unless dictated by extenuating circumstances such as scheduling conflicts with the insured or their representative;
 5. For Non-Litigated Adjusting Services, provide recommended reserves within thirty-six (36) hours of initial inspection and on-going as necessary;
 6. For Non-Litigated Adjusting Services, upon completion of the investigation submit the report and supporting settlement documentation to the applicable Citizens system within seventy-two (72) hours'
 7. For Non-Litigated Adjusting Services, submit a final accurate invoice for Adjusting Services at the conclusion of the claim file;
 8. For Non-Litigated Adjusting Services, unless otherwise directed by Citizens; promptly forward demands for appraisal, mediation, consumer complaints, and notices of litigation in accordance with Best Practices and Guidelines or other applicable Citizens' directives; and,
 9. For Litigated Adjusting Services, ensure all legal deadlines are met for the protection of Citizens and/or its policyholders.
- B. Deployment of Vendor Staff. Upon notification of a deployment opportunity, Vendor will be required to provide the requested number of Adjusters to fill the work order. Dependent upon the Adjusting Services required, Citizens will notify the Vendor through an electronic

notification process within the applicable Citizens' System or other manner as stipulated by Citizens ("Deployment Notification"). Once the Deployment Notification has been issued by Citizens. Vendor shall:

1. Ensure all deployed Adjusters are available for work during Business Hours;
2. Ensure all deployed Adjusters will arrive at Citizens designated site or other location within seventy-two (72) hours of receipt of the Deployment Notification;
3. Ensure that one hundred percent (100%) of all Adjusters are deployable and available to Citizens at all times throughout the duration of this Contract; and
4. Ensure that all deployed Adjusters provide Adjusting Services exclusively for Citizens, unless otherwise expressly approved by Citizens in writing.

C. Catastrophe Deployment. In the event of an emergency, catastrophe or event which Citizens requires Adjusting Services, the Vendor and Vendor's staff will be required to provide the requested number of Committed Adjusters to complete Adjusting Services. Once the Deployment Notification has been issued by Citizens, Vendor shall:

1. Ensure deployed Adjusters are available to work up to seven (7) days per week, twelve (12) hours per day, including during non-Business Hours and holidays.
2. For Non-Litigated Adjusting Services, procure a catastrophe or emergency site office within a fifty (50) mile radius of the Citizens' designated catastrophe site within seventy-two (72) hours of notification. Vendor's catastrophe office under this section must include internet connectivity, office equipment and electricity. The Vendor catastrophe office shall be fully functioning within one calendar week (7 days) of confirmation to Citizens unless otherwise stated by Citizens.
3. Reply to communications regarding deployment within one (1) hour of receipt of the Deployment Notification (electronically or via other method of communication approved by Citizens).
4. Within eight (8) hours of receipt of deployment notification, provide Citizens (electronically or via alternative method designated by Citizens) a complete list of the names of Vendor's Adjusters that will be deployed to Citizens' designated catastrophe site. Assign a catastrophe claims service manager when there are twenty (20) or more Adjusters deployed to a single Citizens' designated catastrophe site. The catastrophe claims service manager shall be responsible for Quality Assurance and oversight of the Adjusters deployed at the Citizens' designated catastrophe site and shall service as the single point of contact for Citizens' management. There are no additional charges for these Adjusting Services. Notwithstanding the foregoing requirements, a catastrophe claims service manager shall be deployed only at Citizens request. If not deployed to the catastrophe site, the catastrophe claims service manager must be available, full-time and must be located in the State of Florida (not to exceed fifty (50) miles from the designated catastrophe site) and shall support catastrophe site for period of time as determined by Citizens.

D. Prohibitions. Adjusters are not authorized to do the following without express written permission from Citizens:

1. Hire counsel to conduct examinations under oath ;
2. Respond directly to demands for appraisal, a rejection of same, or failing to forward the demand for appraisal to Citizens;
3. Send out denial letters directly to the insured;

4. Hire outside experts or vendors or making assignments to an expert or vendor; or.
 5. Hire mediators.
- E. Staff Training on Applicable Citizens' Policies. Vendor shall be responsible for training their staff performing Adjusting Services on all applicable Citizens' policies and procedures. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by its staff prior to performing any Adjusting Services. Vendor's staff may be required to attend additional training (online and/or classroom) sessions as deemed necessary by Citizens.

In addition to training, the Vendor shall be responsible for maintaining complete training records for all staff performing Adjusting Services. At its sole discretion, Citizens reserves the right, to institute learning via a learning management system that tracks and records Vendor staff training and scores.

- F. To meet Citizens' training requirements, Vendor shall comply with the following for all Vendor's staff providing Adjusting Services under this contract:
1. Vendor shall provide a dedicated trainer resource responsible for providing training to all of Vendor's staff providing Adjusting Services. Training shall include applicable Citizens' policies and procedures, Citizens systems and any other items as identified by Citizens.
 2. Vendor must utilize the appropriate training materials provided by Citizens. Updated training materials will be presented by Citizens to appropriate Vendor staff in a "Training Workshop."
 3. Vendor must provide an initial training to be completed prior to Vendor or Vendor Staff receiving and accepting any work assignments or otherwise performing Adjusting Services.
 4. Present initial training materials in a "face to face" training session. The dates and locations for all Vendor training sessions are to be submitted to Citizens' Contract Manager in advance of the scheduled training dates. All initial training will be open to unannounced audits by Citizens for quality of content and to confirm attendance rosters.
 5. Provide recertification training with Citizens issued training materials. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, applicable documents and the training site location. Citizens' certification requirements will include but not be limited to training on:
 - a. Citizens' policy history, background, interpretation and application;
 - b. Estimating platforms related to any Citizens' specific procedures, guidelines, etc.;
 - c. Assignment workflow;
 - d. Communications expectations;
 - e. Public Records requirements; and.
 - f. Ethics and confidentiality requirements.
 6. In addition, Vendor shall ensure that all Vendor staff performing Adjusting Services are properly trained and proficient in the use of the most recent version of estimating software utilized by Citizens. At no cost or expense to Citizens, Vendor shall obtain,

implement, utilize, and maintain the estimating software currently used by Citizens to perform the Adjusting Services.

- G. Professional Competence and Professionalism. All vendor employees are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time and for any reason to require that certain Vendor staff be disallowed from performing Adjusting Services.
- H. Committed Adjusters. Vendor agrees to maintain the number of Committed Adjusters as defined in Exhibit B. Upon Contract execution, the Vendor shall input the required information into Citizens systems in order to secure full credentialing and qualification for its Committed Adjusters. Any alternative or substituted Committed Adjusters must be credentialed and approved through Citizens systems. At all times throughout the term of the Contract, Vendor shall maintain the required number of Committed Adjusters based on Vendor's commitment outlined in Exhibit "B". In the event Vendor falls below the required number of Committed Adjusters, Vendor may become ineligible to receive any new assignments until full compliance with this requirement is met. Should Vendor fail to adequately address and remedy Vendor's noncompliance with the required number of Committed Adjusters or fail to comply with any resulting corrective action plan imposed by Citizens, Citizens shall have the right at its' sole discretion, to immediately terminate this Contract.

Article IX. Performance Measures

- A. Monitoring. The Vendor shall continuously monitor and record its staff performing the Adjusting Services to ensure they meet all contractual obligations including any requirements outlined in this Contract, including all attachments. Citizens may also monitor Vendor's performances to ensure that the Adjusting Services provided meet the service level standards outlined in this Contract. Vendor's failure to meet these service level standards may result in corrective action or termination. Citizens may conduct programmatic and other administrative contract monitoring during each calendar year. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations under this Contract are being met and fulfilled, and may include but is not limited to: on site-visits; and the review of reports, Adjusting Services, invoices, deliverables, compliance, and a review of any other areas reasonably necessary.
- B. Citizens' Quality Control Program Audits (Adjusters). Citizens reserves the right to perform periodic Quality Assurance audits on Adjusters. The Vendor shall identify a dedicated Quality Assurance contact and cooperate fully with Citizens during such audits including promptly allowing access to all records related to this Contract. In addition to periodic Quality Assurance audits, Citizens' representatives shall have the right during Business Hours, and upon delivery of reasonable notice, to inspect, audit, copy and make extracts from Vendor's records relating to the Adjusting Services. If deficiencies are identified, Vendor shall comply with Citizens' recommendations upon completion of such audit.

Citizens will utilize a comprehensive performance-based management approach for Adjusting Services. This performance-based management approach will use objective performance goals and indicators for each performance evaluation period as standards against which Vendor's overall performance of the Adjusting Services are measured.

Vendor shall also work in cooperation with Citizens in a self-assessment process which includes the development and execution of self-assessments and the utilization of the

results for continuous improvement. The Vendor shall provide to Citizens a quarterly formal status briefing and a year-end formal self-evaluation report to Citizens in addition to periodic updates as requested by Citizens. Citizens will provide any specific due dates and/or formats pertaining to the above-mentioned reports. The self-evaluation status report must provide an overall summary of performance for the performance period, performance ratings overall and for each adjuster, summary of key strengths, and opportunities for improvement. Vendor's success in meeting or exceeding performance expectations or operation functional capacity may be rewarded with increase in frequency of work assignments. Conversely, marginal performance, poor performance or "for cause" situations may result in reduced assignments and need to provide additional reviews.

- C. Quality Assurance and Quality Control Audits (Vendor). Citizens' reserves the right to issue Vendor performance scorecards for the Adjusting Services. These performance scorecards will be used to evaluate and track Vendor's performance and service levels based upon criteria outlined in this Contract and the Best Claims Practices and Guidelines. If a Vendors' performance level falls below an acceptable level, Citizens may notify Vendor in writing of corrective action requirements. At its discretion, Citizens may establish guidelines to assist in the Quality Assurance and quality control audits process and procedures.
- D. Corrective Action Plan. Upon receipt of a verbal or written notice to cure from Citizens with respect to Vendor's failure to adequately provide Adjusting Services, Vendor shall comply with the following:
1. Perform a cause analysis to identify the cause of such failure;
 2. Provide Citizens with a written Corrective Action Plan detailing the cause of, and procedure for, correcting such failure. Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions.
 3. Upon Citizens' written approval of the Corrective Action Plan, Vendor must implement all plans and procedures; and provide Citizens with satisfactory assurance that such failure will not reoccur following the completion of the implementation of the corrective procedure.
 4. Completion of the cause analysis and implementation of the Corrective Action Plan must occur no later than the time frame as noted in the notice to cure from Citizens, unless otherwise agreed to by Citizens.
 5. If performance deficiencies are not resolved to the satisfaction of Citizens within the prescribed time and if no extenuating circumstances can be documented by the Vendor to Citizens' satisfaction, Citizens may request a stop work order, issue corrective action, or terminate the Contract with the Vendor. The determination any extenuating or mitigating circumstances is the exclusive determination of Citizens.
 6. Should the Vendor not meet the requirements of the Corrective Action Plan, the Vendor will then be disqualified from the next solicitation and future contracts for all adjusting services.
- E. Liquidated Damages. The parties recognize that certain breaches of Vendor's duties under this Contract will result in harm to Citizens which is not easily quantifiable. Therefore, the parties agree to the following liquidated damages for the specific breach described below:

Unrealized Staffing. Vendor must provide all Confirmed Adjusters, meaning those Adjusters identified by Vendor and selected by Citizens in response to a Deployment

Notification, within seventy-two (72) hours, or as otherwise specified by Citizens. If Vendor fails to comply with Citizens' notification within the stated timeframe, Citizens will require a Corrective Action Plan and Vendor will pay to Citizens, as liquidated damages and not as a penalty: (1) \$2,000 for each Confirmed Adjuster requested and not provided to the designated location in the stated timeframe; and (2) the Adjuster Daily Rate identified in Exhibit A for each Adjuster requested and not provided to the designated location for each day following the failure of the corrective action plan until a replacement Adjuster is provided to the designated location.

Abandonment by Adjuster. Upon notice to Vendor by Citizens that an Adjuster has abandoned or stopped performing Adjusting Services on an assigned claim, Vendor will provide a replacement Adjuster to the designated location within seventy-two (72) hours. If Vendor fails to comply with Citizens' notification within the stated timeframe, Citizens will require a Corrective Action Plan and Vendor will pay to Citizens, as liquidated damages and not as a penalty, the Adjuster Daily Rate identified in Exhibit A for each replacement Adjuster requested and not provided to the designated location for each day following the stated timeframe until a replacement Adjuster is provided to the designated location.

Article X. Compensation

- A. Compensation. Citizens' does not guarantee that the Vendor will receive any Work Assignments or any minimum volume of work. Adjusting Services provided during a declared emergency or catastrophe will be at the same rates as provided in this Contract.
- B. Compensation Schedule. All payments will be made pursuant to Exhibit A Compensation Schedule. If there is any need for Vendor to incur travel related costs, Vendor must get pre-approval in writing by Citizens and shall follow Citizens Vendor Travel Reimbursement Guidelines. Vendor agrees and acknowledges that Citizens may adjust pricing either up or down due to market conditions and any such changes will be communicated in writing to Vendor.
- C. Vendor's Compensation to Vendor Staff. Vendor must compensate in a timely fashion all staff for Adjusting Services rendered after payment is received by Vendor from Citizens. Any dispute in compensation between Vendor staff and Vendor is the sole responsibility of the vendor to remedy.
- D. Invoices. The Vendor shall submit all requests for compensation for Adjusting Services or expenses in sufficient detail for a pre or post audit inspection. Unless otherwise agreed to by the parties, all invoices for Adjusting Services shall be submitted to Citizens' Accounts Payable department at Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum the following:
 - 1. The Contract number;
 - 2. The Vendor's name and address;
 - 3. The Vendor's Federal Employment Identification Number (FEIN);
 - 4. The deliverable or service for which compensation is being sought;
 - 5. Citizens' Contract Manager's Name;
 - 6. Vendor shall be required to submit invoices through Citizens' System; and
 - 7. Any other information that may be required by Citizens.Citizens may require any other information from Vendor that Citizens deems necessary to

verify any payment request placed under the Contract. Invoices that must be returned to a Vendor due to preparation errors will result in a delay in payment. Within thirty (30) days of actual receipt of the invoice, Citizens will either return the invoice to Vendor for correction, or approve it and process it for payment. Vendor agrees that Citizens has the sole discretion to off-set any invoice amounts against Vendor's current or future monthly invoices which are due and owing by Citizens. Vendor waives all rights to dispute the payment on an invoice after ninety (90) days from Citizens' final payment on such invoice.

- E. Taxes. Citizens 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.
- F. Citizens Travel Policy. If (and to the extent) that this Contract provides for Citizens to reimburse Vendor's travel expenses, Vendor has read and agrees to comply with Citizens' Vendor Travel Reimbursement Guidelines, as currently in effect and as amended in the future. All travel related expenses must be pre-approved in writing by Citizens' Contract Manager.

Article XI. Contract Administration

Contract Administrator. Citizens shall name a Contract Administrator during the term of this Contract whose responsibility shall be to maintain this Contract. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens' Contract Manager named below. As of the effective date, the Contract Administrator is:

Lori Newman, Contract and Vendor Administration
2101 Maryland Circle
Tallahassee, Florida 32303
850-513-3795
lori.newman@citizensfla.com

Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the effective date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager
Latrice Calhoun
Citizens Property Insurance
7215 Financial Way
Jacksonville, FL 32256
Phone: 904-208-7601
Email: latrice.calhoun@citizensfla.com

Vendor's Contract Manager
Name: _____
Company Name: _____
Address: _____
City, State Zip: _____
Phone: _____
Email: _____

Article XII. General Terms and Conditions

- A. Deliverable Acceptance. Where the Contract requires the submission of deliverables to Citizens, mere receipt or a lack of response by Citizens shall not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the parties that acceptance in writing of the required deliverables shall constitute a separate act. The submitted deliverables will be considered accepted once approved, in writing, by Citizens Contract Manager or designee. Citizens' reserves the right to reject deliverables as

incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. Citizens, at its option, may allow additional time within which the Vendor may remedy the objections noted by Citizens.

- B. Deliverable Ownership. Citizens' will have the right, title and interest (including ownership copyright) of all materials created during the performance of this Contract.
- C. Termination without Cause. By 30 days advance written notice, Citizens may terminate the Contract in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of the Contract will be 30 days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). After the Termination Date Vendor shall not furnish any new product or Adjusting Services, except as the Parties agree is necessary to complete the continued portion of the Contract. Vendor shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages.
- D. Termination for Cause. Either party may terminate the Contract in whole or in part if the other party fails to honor its material obligations. Except as otherwise provided herein, before terminating the Contract, the party that believes the other party is failing to comply with the Contract shall notify the other, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than 10 days from receipt of the notice). If the other party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the party claiming failure to perform may thereafter notify the other, in writing, that it considers the other in default and may terminate the Contract, in whole or in part. Vendor shall continue work on any work not terminated.
- E. Suspension of Work. Citizens may, in its sole discretion, suspend any or all activities under the Contract or purchase order, at any time, when it is in the best interests of Citizens to do so. Citizens shall provide Vendor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, corrective action, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Vendor shall comply with the notice and shall not accept any additional work. Within ninety days, or any longer period agreed to by Vendor, Citizens shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) validly terminate for convenience the Contract or purchase order as specified in Section 9.1 of this Contract. Suspension of work shall not entitle Vendor to any additional compensation.
- F. Duties upon Termination. Upon termination or expiration of this Contract for whatever reason, Citizens may, at its discretion, require Vendor:
 - 1. To continue to provide Adjusting Services as specified in this contract for indications previously assigned to Vendor and upon closure of all assigned indications, require Vendor to immediately return to Citizens all files, documentation and information, including all Citizens property or supplies; or
 - 2. Immediately cease providing any Adjusting Services under this Contract for indications previously assigned to Vendor and immediately return to Citizens all files, documentation and information, including all Citizens property and supplies.

In any event, upon completion of Vendor's Adjusting Services, Vendor shall return or destroy all copies of Citizens' Confidential Information, as defined in this Contract, in its possession. Vendor shall have an obligation to discharge its duties upon termination, regardless of the reason for the termination of this Contract.

- G. Vendor Ethics. Vendors must not:
1. Give a gift; that is, make an expenditure to or for the personal benefit of a officer or employee; and
 2. Have a relationship with a Citizens employee or board member that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Human Resources Department to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
 3. Accept a gift from a Citizens policyholder that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.
- H. Non-Solicitation. During the term of this Contract, Vendor shall refrain from soliciting, hiring or engaging the Adjusters of other providers of Adjusting Services to Citizens if such Adjusters are performing an active work assignment for Citizens.
- I. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- J. Modification of Terms. This Contract may only be modified or amended upon mutual written Contract of Citizens and Vendor. No oral Contracts or representations shall be valid or binding upon Citizens or Vendor. Citizens' acceptance of product or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- K. Vendor's Records. Vendor shall retain Vendor's records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by Citizens' Records Management and Records Request Policy. Citizens' follows the GS1-SL state schedule for records retention.
- L. Right to Audit Records. Citizens, and other government entities as required by law such as the State of Florida Auditor General, shall have the right to review and audit any of Vendor's records related solely to this Contract, upon reasonable written notice of at least three business days. Vendor shall not unreasonably delay or inhibit this right to audit. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Contract which results in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses and expert witness and documentary fees. Vendor shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract.
- M. Public Records. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Records Requests ("PRR"), and to subsection 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Subsection 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the provisions of section 119.07(1) Florida Statutes and section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers proprietary

information or otherwise confidential or exempt from Chapter 119, Florida Statutes and section 24(a), Article I., State Constitution (“Vendor’s Confidential Information”).

If Citizens receives a PRR or request from any regulatory or legislative entity regarding Vendor’s Confidential Information, it shall promptly notify Vendor in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Vendor’s Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor’s Confidential Information, the parties agree that Citizens is authorized to deliver Vendor’s Confidential Information to the Court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor’s Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Contract shall create an obligation or duty for Citizens to defend or justify Vendor’s position. Vendor also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney’s fees, incurred by Citizens in connection with this section.

In accordance with section 119.0701, Florida Statutes, Vendor is a “Contractor” acting on behalf of Citizens and must:

1. Keep and maintain public records that ordinarily and necessarily would be required by Citizens in order to perform the service subject to the Contract.
2. Provide the public with access to public records on the same terms and conditions that Citizens would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to Citizens all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Citizens in a format that is compatible with the information technology systems of Citizens.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens’ Custodian of Records and forward the PRR to Citizens’ Custodian of Records for logging and processing. Citizens’ Custodian’s of Records email address is: Recordsrequest@citizensfla.com. Citizens shall be the party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

- N. Inspection of Vendor’s Site. With prior reasonable notice to Vendor, Citizens reserves the right to inspect Vendor’s site(s) or location(s) and view Vendor’s equipment, products, plant, facilities, and records, solely to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance. Any entity inspecting pursuant to this section shall execute a non-disclosure agreement with regard to Vendor’s proprietary information, unless precluded from doing so by law.

O. Dispute Resolution. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to the terms of the Contract, the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Contract, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action.

P. Security and Confidentiality. Vendor agrees and acknowledges that certain information disclosed by Citizens to Vendor in the course of this Contract is confidential and exempt from the Florida Public Record Laws contained in Chapter 119, Florida Statutes, and may contain other sensitive or proprietary information. Both parties further agree that this information, together with any data and documentation, including all nonpublic personal information such as to be subject to the provisions of Section 627.351(6), Florida Statutes, and Chapter 69O-128, Florida Administrative Code, and further including, without limitation, all information, data, and documentation related to manuals, lists, policyholder information, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, and business, governmental, and regulatory matters of Citizens are confidential (“Citizens’ Confidential Information”). Vendor shall not disclose or use Citizens’ Confidential Information, other than to carry out the purposes for which Citizens disclosed the information to Vendor. Vendor agrees to exercise a high level of care sufficient to protect Citizens’ Confidential Information, documents, files, system programs, or data in any form from unauthorized disclosure. The sale, disclosure, duplication, or unauthorized use of this information is grounds for immediate termination of the Contract as a Material Breach. This provision shall not apply to documentation, information or material that: (1) is publicly available through no fault of Vendor; or (2) Vendor developed independently without relying in any way on Citizens’ Confidential Information. This section shall survive the termination or expiration of the Contract, regardless of the reason for termination or expiration. To ensure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this provision shall survive the Contract.

The Vendor acknowledges and agrees that Citizens will suffer irreparable harm and that monetary damages will not be adequate to compensate Citizens, in the event that the Vendor fails to comply with the terms of the Contract and, specifically, the provisions of this section. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the provisions of this section and the Contract.

As a Vendor of Citizens, Vendor agrees to implement and maintain appropriate safeguards to: (1) ensure the security and confidentiality of customer information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this section, it will immediately inform Citizens of such inability and such inability on Vendor’s part will serve as justification for Citizens’ termination of this Contract at any time after the inability becomes known to Citizens

Q. Encryption of Mobile Devices. Vendor shall prohibit the removal of portable computing and storage devices such as laptops, Blackberries, diskettes, cell phones, USB flash

drives, CDs, and portable disk drives (collectively referred to as "Mobile Devices") that contain Citizens' Confidential Information from Vendor's secure offices unless Citizens' Confidential Information is encrypted using a strong cryptographic protocol that is consistent with industry standards. In addition, files containing Citizens' Confidential Information are not to be remotely downloaded on Mobile Devices or on publicly accessible systems such as Internet kiosks.

- R. Data Export Restrictions. Vendor is prohibited from (i) performing any Adjusting Services under this Contract outside of the United States, or (ii) sending, transmitting, or accessing any Citizens' Confidential Information outside of the United States.
- S. Section 287.057 Applicable Except as Provided in Chapter 627. Vendor agrees that Citizens is subject to 287.057, Florida Statutes, for the purchase of commodities and contractual Adjusting Services except as otherwise provided in section 627.351(6)(e), Florida Statutes.
- T. IT Security Directives. The Vendor agrees to comply with information technology security requirements and directives issued by Citizens which impact the provision of the Adjusting Services.
- U. Unauthorized Disclosure. The sale, disclosure, or unauthorized use of any of Citizens' Confidential Information by the Vendor or any third party who receives Citizens' Confidential Information from the Vendor, will constitute a material breach of this Contract and may be grounds for immediate termination of this Contract by Citizens. Pursuant to section 817.5681, Florida Statutes, if Vendor maintains computerized data that includes personal information on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than 10 days following the determination, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
- V. Disclosure to Others. Vendor acknowledges and agrees that any Citizens' Confidential Information disclosed to, or acquired by, it is disclosed and/or acquired solely for the purposes of facilitating the provision of the Adjusting Services to be rendered by the Vendor for and on behalf of Citizens. Vendor shall restrict access to this Citizens' Confidential Information to those individuals who will actually perform Adjusting Services under this Contract. Vendor shall be solely responsible for informing any individual with access to Citizens' Confidential Information, including, but not limited to, its officers, directors, agents, employees and independent contractors, of the provisions of this section and shall be responsible for any acts of those individuals and entities that violate such provisions. Vendor will notify Citizens as soon as possible of any misuse or misappropriation of Citizens' Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.
- W. Maintenance of Citizens' Confidential Information. During the term of this Contract, and after its termination for any reason, Citizens shall have the right to request in writing and receive either the immediate return or the immediate destruction from the Vendor of any tangible records, documents, e-mails, computer files, CDs, disks, hard drives, and any other tangible item that contains, represents, or otherwise includes any of Citizens' Confidential Information. In addition, Citizens shall have the right, during the term of this Contract and after its termination, to request that the Vendor permanently delete and destroy any Citizens' Confidential Information contained in any computers, hard drives, servers or other data storage systems of the Vendor.

- X. Indemnification. Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees, from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Vendor, its agents, employees, partners, or subcontractors, provided, however, that Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.

Further, Vendor shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Citizens' misuse or modification of Vendor's products or Citizens' operation or use of Vendor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Vendor's opinion, is likely to become the subject of such a suit, Vendor may at its sole expense procure for Citizens the right to continue using the product or to modify it to become non-infringing. If Vendor is not reasonably able to modify or otherwise secure Citizens the right to continue using the product, Vendor shall remove the product and refund Citizens the amounts paid in excess of a reasonable rental for past use. Citizens shall not be liable for any royalties.

Vendor's obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) assistance in defending the action at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

- Y. Required Insurance Coverage. During the term of this Contract, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the state of Florida:

1. Workers' Compensation policy which provides coverage to Vendor's staff, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1,000,000;
2. Commercial General Liability with minimum limits of \$1,000,000 per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2,000,000 in the aggregate;
3. Umbrella/excess general liability and auto liability insurance with minimum limits of \$4,000,000 in the aggregate;
4. Automobile Liability with combined single limits of not less than \$1,000,000 per accident; and
5. Professional Liability (errors and omissions) with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
6. Vendor shall provide evidence to Citizens that all Vendor staff and independent contractors of Vendor are "covered persons" under Vendor's insurance policy for

purposes of negligent or wrongful acts conducted in the scope of his/her Adjusting Services on behalf of Citizens.

7. Vendor further agrees that it shall maintain sufficient and proper insurance to cover any indemnity obligation that it has assumed under the Contract for the duration of this Content. All policies of insurance referenced herein will be primary and will include Citizens as an additional insured with the exception of Worker's Compensation. Vendor shall provide copies of its policies upon request by Citizens. All policies will include provisions that the insured waive the rights of recovery or subrogation against Citizens; and Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible or premium in any of the aforementioned insurance policies. The payment of such deductible and premium shall be the sole responsibility of the Vendor.

Upon execution of this Contract, the Vendor must provide to Citizens a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Contract. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Vendor. All policies shall require 90 calendar days prior written notice to Citizens of cancellation or change in any coverage.

- Z. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- AA. Compliance with Laws. Vendor will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's duties or responsibilities under this Contract. Vendor is responsible for assuring that all persons who perform Adjusting Services for Vendor under this Contract are properly licensed and that such individuals comply with all applicable laws governing their conduct.
- BB. Liability of Vendor. Vendor will be solely responsible for and will assume liability for damages caused by the acts, errors or omissions of the Vendor personnel. Nothing in this Contract shall be deemed to waive Citizens' immunity as set forth in section 627.351(6), Florida Statutes, and elsewhere in the law.
- CC. Assignment/Subcontracting. Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens, which such permission will not be unreasonably withheld or delayed.
- DD. Jurisdiction and Venue. This Contract shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Contract, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The parties also agree to waive any right to jury trial.
- EE. Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered in construing this Contract.

- FF. Names and Logos. Without the prior written consent of Citizens, Vendor (including Vendor's authorized subcontractors, agents or assignees) shall not publish or use Citizens' name, logo, or symbols from which Citizens' name may be reasonably inferred or implied. This includes but is not limited to using Citizens' name, logo or symbol in any research, solicitations, advertisements, promotions, or any other publicity matter relating directly or indirectly to this Contract. Additionally, without the prior written consent of Citizens, Vendor shall not disclose the existence of this Contract, and shall not use this Contract for marketing or business reference purposes.
- GG. Waiver. The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- HH. Entire Contract. This Contract and any and all exhibits, schedules and enclosures attached hereto, each of which is incorporated into this Contract by this reference, constitute and embody the entire Contract and understanding of the parties with respect to the subject matter hereof, and 'supersede any prior or contemporaneous Contracts or understandings with respect to the subject matter hereof.
- II. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- JJ. Warranty of Ability to Perform. Each party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the party's ability to satisfy its Contract obligations.
- KK. Successors and Assigns. This Contract shall inure to the benefits of, and be binding upon, the successors and assigns of the parties hereto, but only as permitted under this Contract.
- LL. Force Majeure. Because of the nature of Citizens business, Citizens requires that certain Adjusting Services be performed during or immediately after catastrophic events, which might otherwise be considered forces majeure. Therefore, force majeure will not constitute an excuse for non-performance by Vendor as this contract is considered and designated as an essential contract to Citizens' operations.
- MM. Independent Contractor: Vendor and Vendor's staff are independent contractors and have no authority to act for, or to bind, Citizens except as expressly provided in this Contract. Vendor will pay all assessments and taxes in connection with the Adjusting Services performed under this Contract. Vendors' staff, officers, directors, independent contractors, agents or representatives, are not employees of Citizens for any purpose and are not entitled to any of the benefits available to Citizens' employees.
- NN. System Requirements. Within thirty days of execution of the Contract, at its own cost and expense, Vendor shall have in place and ready for use all of the appropriate operating systems, software, and hardware to ensure its ability to complete any Work Assignments. Vendor agrees to execute any third party agreements to permit it to obtain access to Citizens' systems. Vendor shall provide Citizens with proof that it meets all system requirements prior to receiving any work assignments.
- OO. Business Continuity and Disaster Recovery Plan. Vendors shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential of service disruption. Vendor shall provide within

thirty days of the Effective Date a tested business continuity/disaster recovery plan and annually by April 15th during the duration of the Contract. The location where any of the work or Adjusting Services related to this Contract is performed, or where any data, records or Information related to this Contract is accessed, used, processed or stored, must be at Vendor's facilities or offices that are physically located in the United States.

- PP. Vendor Contact Information. Within thirty days of the Contract execution, and as often as reasonably required by Citizens, the Vendor must identify to Citizens, its primary and secondary business representatives responsible for the oversight and management of Citizens' work. The identified business representatives must be available during Citizens' Business Hours unless otherwise specified by Citizens.

IN WITNESS WHEREOF, this Contract has been duly executed by authorized representatives of the Parties hereto.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR NAME

SIGNATURE

SIGNATURE

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

SIGNATURE

VENDOR FEDERAL EMPLOYER
IDENTIFICATION NUMBER

TYPED NAME

TITLE

DATE SIGNED

Exhibit A: Compensation Schedule

The fees paid pursuant to this Compensation Schedules are all inclusive and cover all services provided. At its sole discretion, Citizens has the ability to adjust pricing, based upon changes to market conditions.

TABLE 1A		
Fees Based on Gross Claim DOLLAR Amount (GCA) for Task assignment Model		
Gross Claim Amount (GCA) means the lesser of the policy limits or the agreed cost to repair or replace before application of depreciation, deductible, or other applicable limits. (Not to exceed policy limits without written request and approval by Citizens.)		
GCA From	GCA To	GCA FEE
\$0.00	\$2,500.00	\$270.00
\$2,500.01	\$5,000.00	\$360.00
\$5,000.01	\$7,500.00	\$427.50
\$7,500.01	\$10,000.00	\$495.00
\$10,000.01	\$15,000.00	\$562.50
\$15,000.01	\$20,000.00	\$652.50
\$20,000.01	\$25,000.00	\$720.00
\$25,000.01	\$30,000.00	\$787.50
\$30,000.01	\$35,000.00	\$855.00
\$35,000.01	\$40,000.00	\$1035.00
\$40,000.01	\$50,000.00	\$1237.50
\$50,000.01	\$75,000.00	\$1350.00
\$75,000.01	\$100,000.00	\$1719.00
\$100,000.01	\$150,000.00	\$2475.00
\$150,000.01	\$200,000.00	\$3060.00
\$200,000.01	\$300,000.00	\$3600.00
\$300,000.01	\$500,000.00	\$4500.00
\$500,000.01	\$750,000.00	\$6300.00
\$750,000.01	\$1,000,000.00	\$8100.00
\$1,000,000.01	And up	1.0%

TABLE 1B		
Fees Based on Gross Claim DOLLAR Amount (GCA) for Managed Claims Model		
GCA From	GCA To	GCA FEE
\$0.00	\$2,500.00	\$607.50
\$2,500.01	\$5,000.00	\$697.50
\$5,000.01	\$7,500.00	\$787.50
\$7,500.01	\$10,000.00	\$877.50
\$10,000.01	\$15,000.00	\$967.50
\$15,000.01	\$20,000.00	\$1057.50
\$20,000.01	\$25,000.00	\$1147.50
\$25,000.01	\$30,000.00	\$1237.50
\$30,000.01	\$35,000.00	\$1327.50
\$35,000.01	\$40,000.00	\$1507.50
\$40,000.01	\$50,000.00	\$1687.50
\$50,000.01	\$75,000.00	\$2137.50
\$75,000.01	\$100,000.00	\$2587.50
\$100,000.01	\$150,000.00	\$3487.50

TABLE 1B Fees Based on Gross Claim DOLLAR Amount (GCA) for Managed Claims Model		
\$150,000.01	\$200,000.00	\$4387.50
\$200,000.01	\$300,000.00	\$5287.50
\$300,000.01	\$500,000.00	\$9000.00
\$500,000.01	\$750,000.00	\$13500.00
\$750,000.01	\$1,000,000.00	\$15300.00
\$1,000,000.01	And up	1.35%

TABLE 2 SINKHOLE FEE SCHEDULE	
FEE TYPE	AMOUNT
Flat Fee – Sinkhole Field Assignment: This fee applies to residential policies with full inspection comprehensively documenting all sinkhole related damages. The reporting requirements will be a narrative with activities, estimate of damages, recorded statement with insured, photos and all supporting documentation. This is a per claim fee with the exception of claims involving Commercial Policies	\$630.00

TABLE 3 THIRD PARTY LIABILITY FEE SCHEDULE	
FEE TYPE	AMOUNT
Flat Fee – Standard Liability Property Damage Claims	\$427.50
Flat Fee – Standard Liability Bodily Injury Claims	\$738.00
Flat Fee – Complex Liability Cases, i.e., fatalities, catastrophic injuries, claims with multiple claimants or numerous witnesses, etc. will, upon approval of the Citizens' Liability Claim Representative, be handled on a Time and Expense Basis.	This will be paid on a Time and Expense Basis

TABLE 4 MISCELLANEOUS FEE SCHEDULE	
FEE TYPE	AMOUNT
Inspection Fee With Damage:	Use fees in Tables 1A & 1B
Claim Without Estimate: This fee applies when the insured elects to not proceed with the claim after assignment to a Vendor but prior to the initial inspection and before completing the inspection. The reporting requirement will be documented in the Claims Management System.	\$67.50
Additional Damage Requiring Inspection: This fee applies to losses that require an additional inspection for additional damages reported by the policyholder or their representative. This is not intended for an additional inspection resulting from an Adjuster's failure to properly complete the initial scope. (Example: a customer reports additional damage resulting from rains that occurred prior to having roof repairs completed).	\$45.00 plus any changes in fee resulting from revised GCA
Minimum Supplemental Fee: This fee applies if the calculation of a fee for supplemental assignment under the GCA schedules (Non-Catastrophe Table 1A and Catastrophe Table 1B) is less than this minimum amount, then this minimum amount should be invoiced.	\$135.00
Erroneous Assignments: This fee applies when an initial assignment to the Adjuster was made in error and no inspection has occurred.	\$45.00

Residential Obvious Total Losses: This fee applies for obvious total losses that require estimate by square footage of the slab or footprint due to the total destruction of the structure. This fee applies for Coverage A only. Fee Schedule Table 1 will apply for the cumulative GCA for any additional coverage lines and is in addition to this fee.	\$630.00
Mobile Home Obvious Total Losses: This fee applies to obvious total losses that require photos and an estimate by square footage due to the total destruction of the structure. This fee applies for Coverage A only. Fee Schedule Table 1 will apply for the cumulative GCA for any additional coverage lines, and is in addition to this Fee.	\$630.00
Additional Fee for Steep Roof: This fee applies for a steep roof which requires the use of a rope and harness. Prior approval by Citizens is required for this fee to apply.	\$135.00
Facility / Technology Charge: Citizens charges this fee to the Vendor for the use of Citizens facilities, satellite, computer, data, internet and phone usage, per access when Vendor staff is working in a Citizens' office or designated location.	\$15.00

TABLE 5 DAILY RATES	
Associate Adjuster	\$330.00
Adjuster I	\$420.00
Adjuster II	\$510.00
Adjuster III	\$600.00
Team Lead I	\$510.00
Team Lead II	\$600.00
Team Lead III	\$690.00

TABLE 6 Quality Assurance File Auditor and Re-Inspector Daily Rates	
Quality Assurance File Auditor I	\$600.00
Quality Assurance File Auditor II	\$825.00
Quality Assurance Team Lead I	\$690.00
Quality Assurance Team Lead II	\$1000.00

Table 7: Time and Expense Rates

Property files approved by Citizens for Time & Expense billing will not be eligible for a fee based upon Gross Claim Amount or Daily Rates. Time & Expense will be billed in accordance with the following rates and provisions. All files subject to Time & Expense billing must be pre-approved in writing by Citizens. Time and Expenses will be compensated on a Mileage Rate unless pre-approved by Citizens for "Drive Time".

TABLE 7 TIME AND EXPENSE RATES	
EXPENSE	AMOUNT
Adjuster I	\$57.50 per hour
Adjuster II	\$70.00 per hour
Adjuster III	\$82.50 per hour
Quality Assurance Re-Inspector I	\$82.50 per hour
Quality Assurance Re-Inspector II	\$137.50 per hour
Drive Time*	75% of the applicable hourly rate
Clerical	\$10.80 per hour
Mileage	Per Citizens travel policy

* The Drive Time rate will be paid in lieu of the hourly rate for all personnel and is not cumulative with other fees for the same time.

**ATTACHMENT A - EXHIBIT B
RESOURCE AND OFFICE SPACE COMMITMENT FORM
NON-LITIGATED AND LITIGATED CLAIMS ADJUSTING SERVICES**

Instructions:

This form must be submitted with your response to be considered responsive. Fill in only yellow highlighted fields.

1. In Part A of this Attachment, Vendor must select either "Yes" or "No" regarding their intent to offer office space (only those firms providing office space will be considered for Tier 1).
2. After the selection has been made in Part A, the Vendor will complete the remaining required fields. (If no office space is provided, the Vendor will only be able to enter Non-Litigated Claims Adjusters, all other fields will be grayed out).
3. The following minimum requirements must be met for Vendors to be eligible for award in Tier 1.
 - a. 100 - Non-Litigated Claims Adjusters
 - b. 25 - Litigated Claims Adjusters
 - c. 25 - Fast Track Claims Adjusters
 - d. Office space must be provided as detailed within the RFP
4. The following minimum requirement must be met for Vendors to be eligible for award in Tier 2.
 - a. 100 - Non-Litigated Claims Adjusters
5. Upon proper completion of this Attachment all "Non-Responsive" fields will turn green and the "Total Points Achieved" will be displayed.
6. Vendor can confirm their Tier, in the "Tier Eligibility" field, located above the "Total Points Achieved" field.
7. In order to meet Citizens operational needs Vendors should consider a 1:10 ratio to reflect team adjusting in each group (i.e. 1 Team Lead per every 10 adjusters).

Vendor Business Name	
Tier Eligibility*	NON-RESPONSIVE
Total Points Achieved*	NON-RESPONSIVE

PART A - OFFICE SPACE

Office Space provided as detailed within the RFP?	
---	--

PART B - COMMITTED ADJUSTERS

Group	Committed Adjusters	Points Achieved
Non-Litigated Claims Adjusters		NON-RESPONSIVE
Litigated Claims Adjusters		NON-RESPONSIVE
Fast Track Claims Adjusters		NON-RESPONSIVE
Total Number of Adjusters**		

Number of Adjusters	Non-Litigated Adjusters	Litigated Adjusters	Fast Track Adjusters
25 - 49		1 - 6	1 - 3
50 - 74		7 - 14	4 - 6
75 - 99		15 - 20	7 - 10
100 - 199	1 - 6		
200 - 299	7 - 11		
300 - 399	12 - 20		
400 - 499	21 - 29		
500+	30		

*** Proposal will be rejected if Attachment Indicates "NON-RESPONSIVE"**

****Must Commit Minimum of 100 Non-Litigated Claims Adjusters**

ATTACHMENT A - EXHIBIT C Applicant Background Review Guide

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Affray or Unlawful Assembly (870.01, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Assault (784.011, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Alcohol Possession by Person Under 21		Eligible	Eligible	Eligible	Not Eligible
Battery (Not Involving Domestic Violence, 784.03, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery Involving Domestic Violence (741.28, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Computer Crimes (815.06)		Not Eligible	Eligible	Not Eligible	Not Eligible
Contributing to the Delinquency or Dependency of a Child (827.04, F.S.)	Not Eligible				
Criminal Mischief or Vandalism (806.13, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Cruelty to Animals (828.12, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Dealing in Stolen Property valued at Less than \$300 Over the Internet , (812.0195, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Discharging Firearm in Public (790.15, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving or Boating Under the Influence (316.193, 327.35, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving While License Suspended or Revoked (322.34, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
No Drivers License or Violation of License Restrictions (322.03, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Disorderly Conduct, Disorderly Intoxication, Breach of Peace, Disruption of School Board Meeting (856.011, 871.01, 877.03, 877.13, F.S.)		Eligible	Eligible	Eligible	Not Eligible
Failure to Control or Report Dangerous Fire (877.15, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
False Personation or Impersonation of Law Enforcement Officer (843.08, 843.085, F.S.)	Not Eligible				
False Reports to Law Enforcement/ False Fire Alarms (837.05,817.49, 806.101,F.S.)	Not Eligible				
Firearms or Weapons Offenses (790.01-790.27, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Fireworks Possession or Discharge (791.06, F.S.)		Eligible	Eligible	Eligible	Not Eligible
Fish and Game (Hunting) Violations (CH 379, F.S.)		Eligible	Eligible	Eligible	Not Eligible
Fraudulent Misrepresentation of Academic degree (817.567, F.S.)	Not Eligible				
Gambling or Unlawful Betting (849.08, 849.14, F.S.)		Eligible	Eligible	Not Eligible	Not Eligible
Indecent Exposure (800.03, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Inhalation of harmful Chemical Substances to Induce Intoxication (877.111, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning (626.9521, 626.9541, F.S.))	Not Eligible				
Unnatural and Lascivious Acts, or (800.02, F.S.)	Not Eligible				
Loitering or Prowling (856.021, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Obstruction by Disguised Person (843.03)		Not Eligible	Eligible	Not Eligible	Not Eligible
Perjury When Not in Official Proceeding (837.012, F.S.)	Not Eligible				
Possession or Delivery of Under 20 Grams of Marijuana		Not Eligible	Eligible	Not Eligible	Not Eligible
Possession of Drug Paraphernalia (893.147, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Prostitution Related Offenses (796.06, 796.07, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Pornographic Display of Material to Minors (847.0125, F.S.)	Not Eligible				
Prescription Drug Offenses (831.30, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Reckless Driving or Reckless Operation of a Vessel (316.192 – 327.33, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Resisting an Officer (or Arrest) Without Violence (843.02, F.S.)	Not Eligible				
Stalking (784.048, F.S.)	Not Eligible				
Tampering With Motor Vehicles or Trailers (860.17, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

Felony Offenses	Not eligible, regardless of Jurisdiction or age of offense. Only exception is if candidate can document that a past Felony has been “expunged”.				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Theft, Petit Theft, or Retail Theft/Shoplifting (812.014-812.015, 812.017, F.S.)	Not Eligible				
Trespass (810.08-810.0975, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Interception or Reception of Law Enforcement Frequencies (843.16, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Reception of Cable Services (812.15, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism (810.14, F.S.)	Not Eligible				
Worthless Checks or Stopping Payment with Intent to Defraud of Less than \$150 (832.05, 832.041, F.S.)		Not Eligible	Eligible	Not Eligible	Not Eligible

*Combination – a combination of any of the misdemeanor offenses listed on the review guide or other non-listed misdemeanors.



BEST CLAIMS

PRACTICES AND GUIDELINES

ATTACHMENT A - EXHIBIT D
BEST CLAIMS PRACTICES AND GUIDELINES

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ATTACHMENT A - EXHIBIT D BEST CLAIMS PRACTICES AND GUIDELINES

PURPOSE & SCOPE OF CITIZENS' BEST CLAIMS PRACTICES

The purpose of Best Claims Practices ("BCP") is to provide Citizens' claims staff and independent adjusters and adjusting firms with a guideline for investigating claims. The intention of the BCP is to be consistent with Citizens' Plan of Operation and to comply with all Citizens' policies and relevant state statutes and regulations. In the event of a conflict, the insurance policy, statute, regulation and/or case law takes precedence.

The guidelines described in this document may differ for each individual claim depending upon the unique facts and circumstances of that particular claim. Therefore, the assigned Adjuster should handle each claim as unique unto itself and evaluate each claim on its own merits. This guide is intended as a reference to explain the processes and procedures that will further the consistent adjusting of all Citizens' claims. However, Adjusters are always expected to use their expertise and experience in completing a claim investigation and settlement. If it is the Adjuster's opinion that deviations and/or exceptions from these guidelines are required, the Adjuster's rationale should be documented in the claim file.

It is Citizens' goal to deliver to its Insureds, agents, vendors and the residents of Florida superior customer service by handling all of our claims promptly and consistently from the moment of dispatch through final resolution.

INITIAL AND FOLLOW-UP CONTACT

The Adjuster should make Initial Contact with the Insured with **24 hours for non-catastrophic** claims and **72 Hours, or as soon as reasonably possible**, for Catastrophic Claims. If initial attempts to make contact with the Insured fail, reasonable efforts should continue (i.e., additional calls, voice messages, door hangers, etc.) and a Contact letter should be sent to the Insured no later than 72 hours after assignment.

During Initial Contact: The Adjuster should make use of the Citizens' approved language line to conduct the initial conversation with the Insured, or retain a translator if necessary. During the initial contact the Adjuster should:

- Schedule on-site inspection to occur within 48 hours of initial contact (Florida law requires Insured be provided 48 hour notice prior to inspection, which Insured may waive);
- Verify the facts of loss and determine which policy form the claim should be filed under;
- Obtain additional documents/information since FNOL (i.e., repair estimates, expense receipts; photos, etc.)
- Confirm identity of lien holders, additional insureds, public adjusters and/or legal representatives (Request a Letter of Representation (LOR) if appropriate);
- Discuss claim process, anticipated timeframes; and Insured's post loss duties, and responsibilities;

ATTACHMENT A - EXHIBIT D BEST CLAIMS PRACTICES AND GUIDELINES

- Determine if living expenses, advance claim payments, and/or temporary housing is required;

Follow-up Contacts: Ongoing contact with the Insured should continue over the life of the claim, including:

- **24 hour** response turnaround on emails, phone calls, questions, and correspondence;
- Periodic status updates to include anticipated “next steps”; and
- Notification of upcoming calendar dates.

NOTE: It is the Adjuster’s responsibility to remain current with Florida law regarding notice, response, or any other time requirements related to claims handling. Florida law should take precedence when its time requirements are more restrictive than those set forth in this guideline.

RESERVES

It is a priority at Citizens to accurately set and adjust reserves in a timely manner. It is the Adjuster’s responsibility to set, review, update, and appropriately document the claim file with a rationale when setting or adjusting reserves. Adjustments should, at a minimum, be made as follows:

- **File Assignment:** The initial reserve set by the claims system at FNOL should be reviewed and updated within **10 days** of claim assignment. Separate reserves should be established for loss indemnity exposures and loss adjustment expenses (“LAE”) anticipated over the life of the file.
- **Completion of Initial Inspection:** Indemnity and LAE reserves should be adjusted within **36 hours** of completing the initial inspection; and
- **Receipt of New Information:** Indemnity and LAE reserves should be adjusted within **72 hours** of obtaining new information that is relevant to coverage.

INVESTIGATING A CLAIM

The Adjuster should refer to Citizens Best Estimating Guidelines for further information for conducting a claim investigation.

A clear and complete scope of loss helps Citizens’ Insureds to obtain a fair, full and prompt insurance claim settlement for covered losses. Provided accuracy is compromised, it is recommended that scopes be developed early in the claim process and detail a list of damaged property, the type of damage, measurements of damaged areas, and whether replacement is required, or if repair is possible, a proposed methods of repair.

The assigned adjuster should perform an extensive claim investigation that includes;

- **Policy:** Thoroughly review applicable policy form(s), endorsements, policy limits, and deductibles;

ATTACHMENT A - EXHIBIT D
BEST CLAIMS PRACTICES AND GUIDELINES

- **Law:** Consider applicable state statutes and/or regulations;
- **Coverage Issues:** Identify coverage issues. If none exist, settle claim. If existing, notify the Insured and prepare a Reservation of Rights.
- **On-Site Field Inspections:** To evaluate the damages, or lack thereof, taking into consideration the following:
 - **Facts:** Review and confirm with Insured and witnesses the date and facts of the loss, including when Insured first noticed or became aware of the damage;
 - **Damage:** Determine all point(s) and type(s) of damage and evaluate any potential for salvage;
 - **Subrogation:** Whether there exist third parties that may be responsible for some or all of the loss damage;
 - **SIU:** Whether there exist any “red-flags” or industry standard indicators that may suggest the potential for fraud;
 - **Mitigation Efforts:** If existing, prepare comparative estimate based on the scope of work needed to complete repair and if necessary review scope with contractor;
 - **Repairs, etc.:** Determine if anyone has made repairs, alterations, replacements, and/or other changes to areas near the loss location;
 - **External Resources:** Determine if an expert should be retained to assist in determining the cause of loss; damage estimate; proper method of repair; age, use and condition of damaged item for depreciation purposes; and/or whether a certain repair should be covered.
 - **PPIF:** Provide and complete with the Insured a Personal Property Inventory Form (PPIF):
 - Verify cost of higher end items and proof of ownership;
 - If completed during inspection, retain after obtaining required signatures and supporting documentation;
 - If not completed, leave with Insured for completion and return.
 - **Supplemental Inspections:** The Adjuster should conduct follow-up inspection(s) and/or make additional requests for documentation when appropriate...
- **Recorded Statements:** A quality recorded statement assists to preserve facts, perform the initial claim analysis, and identify potential witnesses and other sources that may provide additional relevant information. It is suggested that recorded statements be obtained early in the claim process or as significant facts arise that may impact a coverage determination;
 - **Claim Types** – Recorded statements should be taken, at a minimum, for claims that involve the following:

ATTACHMENT A - EXHIBIT D BEST CLAIMS PRACTICES AND GUIDELINES

- Fire;
 - Water damage, either long term or suspected long term leakage or seepage and slab water leaks and leaks with no visible damages;
 - Vandalism with vacancy/occupancy issues;
 - Sinkhole and Catastrophic ground cover collapse;
 - Liability and medical payments;
 - Issues of late notice, coverage and/or mitigation;
 - Prior losses of a similar nature;
 - Unresolved coverage issues; and/or
 - A Lien holder or Mortgagee that cannot be verified after a review of the policy or public records.
- **Preparation for Recorded Statement:**
 - Conduct a thorough review of the claim (facts; policy; coverage issues; underwriting information; prior claim information; relevant public records, Police and/or Fire Reports, Engineer or Cause of Origin Reports, etc.)
 - Draft questions in advance tailoring them to that specific claim.
 - **NOTE:** The Adjuster may refer to Citizens' Recorded Statement Guide for additional areas of inquiry and sample questions. However, that reference guide does not replace the need to ask claim specific questions and follow-up questions.
 - **Once Recorded Statement Obtained:** Once completed, a summary of the interview should be entered into the claim system within **5 working days**.
- **Examinations Under Oath (EUO):** An Examination Under Oath ("EUO") is a contractual right for the Insurer to question the Insured (and/or third parties, if permitted by the policy terms and conditions) under oath about the facts of the claim or a coverage issue. If a EUO is necessary, the adjuster must verify the applicable policy conditions regarding EUOs and consult unit management.
- **Photographs:** Photographs are a great source for *detailed* documentation, by depicting specific damage or the lack thereof. If used in a series, photos often provide context and perspective to a claim that would be insufficient in even the best verbal description or diagram. These detailed photographs should include:
- Both close-ups and wide angle snapshots of damaged areas;
 - Damaged and non-damaged property; and
 - Appropriate labeling setting forth claim number, date taken, point of reference for where photo was taken, as well as any other appropriate tools to provide perspective on the size of the damage documented.
- **Diagrams:** Adjusters should utilize diagrams (in conjunction with photos) on every claim to document and support the overall property conditions and loss scenario. Diagrams should contain:

ATTACHMENT A - EXHIBIT D BEST CLAIMS PRACTICES AND GUIDELINES

- Immediate loss location(s);
- Area(s) beyond the immediate area of the loss when information may assist in understanding the cause and scope of loss, or any other factors relative to the loss;
- Ceiling heights;
- Any relevant offsets, cabinets or built-ins;
- Proper measurements rounded up to the nearest inch; and
- The correct identification of materials.

➤ **Evaluations:**

- **Depreciation:** The Adjuster should evaluate depreciation on the Age/Use method and not use a depreciation guide. The evaluation should consider:
 - Use;
 - Condition;
 - Wear and tear;
 - Obsolescence; and
 - Age.
- **Special Limits:** For Building Estimates and Personal Property claims, the applicable policy should be reviewed to determine if there are any special limitations or other policy conditions that will affect the disposition of the claim.
- **Dwelling & Other Structures:** Damage estimates should be completed and uploaded within 5 days of the inspection are prepared utilizing Citizens' approved electronic damage estimating systems.
- **Personal Property:** Both covered and non-covered property damage are evaluated for all damage claims. Forms are utilized to assure that Personal Property is itemized, and to assure that approximate ages and values noted and other information gathered are appropriately documented.
- **Loss of Use/Fair Rental Value/Additional Living Expenses:** For losses in which a covered peril render a premises unfit to live in, the Adjuster should evaluate the likely increase(s) in living expenses that have been or will be incurred, such as rent/hotel payments, utility payments, etc.

➤ **Use of Internal Resources:** Citizens maintains specialized units that may assist the Adjuster depending on the specific facts of a claim. Some of these units include:

- ✓ Special Investigations Unit (SIU);
- ✓ Recovery Unit (Subrogation & Salvage);
- ✓ Claims Legal Group (CLG);
- ✓ Underwriting (UW);
- ✓ Loss Assessment Team;
- ✓ Internal Water Mitigation Team (IWMT);
- ✓ Late First Notice of Loss Team (FNOL);
- ✓ Contents Unit; and/or
- ✓ Appraisal Unit

ATTACHMENT A - EXHIBIT D
BEST CLAIMS PRACTICES AND GUIDELINES

- **Use of External Resources:** Based upon the specific facts of a claim, an Adjuster may consult with and utilize the expertise of external resources, which may include:
- ✓ *Structural engineers and geotechnical engineers;*
 - ✓ *Personal Property experts and evaluators;*
 - ✓ *Cause and origin evaluation;*
 - ✓ *Specialized repair firms; and*
 - ✓ *Outside or specialized legal resources.*

CLOSING THE CLAIM

- **Full Denials/Under Deductible/Closed without payment:**
- All denials and partial denials must be verbally explained and confirmed in a writing containing:
 - Only policy language applicable to the denial, cut and pasted into the letter, which provides a mirror to the policy in format, font, and content;
 - An explanation providing the reasons why the claim has been denied, is under deductible, or has been closed without payment;

NOTE: All denials and partial denial letters must be approved by unit management before being sent to the Insured;

- **Payment and Settlement:**
- Claims should be resolved within **30 days of inspection** or as is reasonable and appropriate for that particular claim;
 - After the Adjuster's estimate has been completed, uploaded and approved, the Insured should be contacted to discuss payment;
 - Settlement must be verbally explained to the Insured and later confirmed in writing;
 - Settlement amounts over the Adjuster's authority must be approved;
 - All supporting documents should be uploaded to the file;
 - A Statement of Loss form is required if payment is being issued under more than one line of coverage;
 - All payments should be issued in accordance with the unit procedures;
 - Prior to issuing payment the Adjuster should verify the following information:
 - The name of the mortgagee;
 - The name of the public adjuster on the claim, if any; and
 - The names of additional claimants, if any.

ATTACHMENT A - EXHIBIT D
BEST CLAIMS PRACTICES AND GUIDELINES

- Claims should not be marked as complete until all indemnity and LAE payments associated to it have been submitted and approved;
- The claim file can be closed after the Adjuster has complied with all unit requirements, completed the estimate, applied the policy, prepared closing documents and finalized settlement.

➤ **90 Day Law**

- The claim must be paid in full, in part, or denied within 90 days of FNOL, unless factors beyond an Insurer's control reasonably prevent payment; [NOTE: Once such factors cease to exist, the Insurer then has 15 days to make full or partial payment or deny.]
 - If payment is not made within 90 days of FNOL (or within 15 days from the time factors that reasonably prevented payment no longer exist), ***interest will begin to accrue from the date of FNOL in the amount designated by Florida law.***
 - Interest is due at the time the claim or a portion of the claim is paid. The Insurer must forward a separate letter and interest payment to the Insured at that time.
-

ATTACHMENT A – EXHIBIT E VENDOR CONFLICT OF INTEREST DISCLOSURE FORM*

*This form is required for all contracts or individual purchases with a total value of \$35,000 or more

Vendors are responsible for disclosing current or reasonably foreseeable conflicts of interest involving Citizens (a "Necessary Disclosure"). Citizens is required by law and corporate policy to avoid, neutralize, or mitigate significant potential or actual organizational conflicts of interest.

The following, if known or reasonably ascertainable, are Necessary Disclosures. For each category, please check "yes" or "no" as appropriate. If you are uncertain as to whether circumstances constitute a Necessary Disclosure, then check "yes" for the relevant category and explain.

<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment by Vendor of a current Citizens employee or Board Member, or Family Member of a current Citizens employee or Board Member.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment by Vendor of a former Citizens Senior Manager or Board Member, or Family Member of a former Citizens Senior Manager or Board Member.
If you answered yes, please explain:	

**ATTACHMENT A – EXHIBIT E
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM***

<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct or indirect ownership of a Material Personal Financial Interest in the Vendor by a Citizens employee, Board Member, or Family Member of a Citizens employee or board Member.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	A past, present, or foreseeable payment or provision of anything of value by Vendor to a Citizens employee, Board Member, or Family Member of a Citizens employee or Board Member that could reasonably appear to influence the employee's or Board Member's official actions or judgment.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Existence of an unfair competitive advantage in favor of Vendor with regard to a Citizens contract for which Vendor is competing. An unfair competitive advantage exists when the vendor competing for award of a contract obtained either: (i) access to information that is not available to the public and would assist the vendor in obtaining the contract, or (ii) source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.
If you answered yes, please explain:	

**ATTACHMENT A – EXHIBIT E
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM***

<input type="checkbox"/> Yes <input type="checkbox"/> No	Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to Citizens and the activities of the affiliate, subsidiary, or ongoing business relationship.
If you answered yes, please explain:	

Definitions:

Authorized Representative means a representative of the vendor with knowledge of Vendor's operations and personnel sufficient to in good faith provide Necessary Disclosures on behalf of the vendor as detailed above.

Family Member means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Senior Manager means the President; a person employed as an executive who directly reports to the President; the Chief Internal Auditor; the Inspector General; and any other person designated by Florida law to be a Senior Manager of the corporation.

Material Personal Financial Interest in a vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a vendor constitutes a material personal financial interest in such vendor.

SIGNATURE:

By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Print the Name of Vendor	Print Your Position Title	
Print Your Name	Email Address	Phone
Signature	Date	

**ATTACHMENT B
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM***

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

*This form is required for all contracts or individual purchases with a total value of \$35,000 or more

Vendors are responsible for disclosing current or reasonably foreseeable conflicts of interest involving Citizens (a "Necessary Disclosure"). Citizens is required by law and corporate policy to avoid, neutralize, or mitigate significant potential or actual organizational conflicts of interest.

The following, if known or reasonably ascertainable, are Necessary Disclosures. For each category, please check "yes" or "no" as appropriate. If you are uncertain as to whether circumstances constitute a Necessary Disclosure, then check "yes" for the relevant category and explain.

<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment by Vendor of a current Citizens employee or Board Member, or Family Member of a current Citizens employee or Board Member.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment by Vendor of a former Citizens Senior Manager or Board Member, or Family Member of a former Citizens Senior Manager or Board Member.
If you answered yes, please explain:	

**ATTACHMENT B
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM***

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct or indirect ownership of a Material Personal Financial Interest in the Vendor by a Citizens employee, Board Member, or Family Member of a Citizens employee or board Member.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	A past, present, or foreseeable payment or provision of anything of value by Vendor to a Citizens employee, Board Member, or Family Member of a Citizens employee or Board Member that could reasonably appear to influence the employee's or Board Member's official actions or judgment.
If you answered yes, please explain:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Existence of an unfair competitive advantage in favor of Vendor with regard to a Citizens contract for which Vendor is competing. An unfair competitive advantage exists when the vendor competing for award of a contract obtained either: (i) access to information that is not available to the public and would assist the vendor in obtaining the contract, or (ii) source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.
If you answered yes, please explain:	

**ATTACHMENT B
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM***

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

<input type="checkbox"/> Yes <input type="checkbox"/> No	Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to Citizens and the activities of the affiliate, subsidiary, or ongoing business relationship.
If you answered yes, please explain:	

Definitions:

Authorized Representative means a representative of the vendor with knowledge of Vendor's operations and personnel sufficient to in good faith provide Necessary Disclosures on behalf of the vendor as detailed above.

Family Member means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Senior Manager means the President; a person employed as an executive who directly reports to the President; the Chief Internal Auditor; the Inspector General; and any other person designated by Florida law to be a Senior Manager of the corporation.

Material Personal Financial Interest in a vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a vendor constitutes a material personal financial interest in such vendor.

SIGNATURE:

By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Print the Name of Vendor

Print Your Position Title

Print Your Name

Email Address

Phone

Signature

Date

ATTACHMENT C
RESPONSIBLE VENDOR REVIEW
RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES

Contracts pursuant to this competitive solicitation will be awarded to Vendors who are both responsible and responsive. 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. See Section 287.012(25), Fla. Stat.

1. Definitions.

For purposes of this Due Diligence Review the terms listed below shall have the following meanings:

- a. Affiliate – means Entities that are related through some form of common ownership or control.
- b. Director – means a person appointed or elected to a governing board of a company or corporation, who is responsible for deciding and managing the organization’s overall policies and direction.
- c. Entity - means a company, corporation, partnership, or sole proprietorship.
- d. Officer - means a person in a company or corporation that is charged with day to day management level responsibilities and who has authority to act on behalf of the organization. Officer positions typically include roles such as president, vice president, secretary, treasurer, chief financial, chief technology or chief executive.
- e. Principal – means any person who has controlling authority or is in the leading position to make decisions on behalf of a company, corporation, partnership, sole proprietorship, or other legal entity.
- f. Vendor – means both the entity submitting a response or proposal to this competitive solicitation and also includes its principals, owners, officers, partners, and Affiliates.

2. Due Diligence Review. To determine if a Vendor is “responsible” to receive a contract award, as required in Section 287.057, Fla. Stat., Citizens will conduct a review of the Vendor (“Due Diligence Review”). A Due Diligence Review will generally cover:

- a. The financial soundness of the entity submitting the proposal or response;
- b. Vendor’s operational capability;
- c. Vendor’s integrity, fitness and trustworthiness; and
- d. Vendor’s reliability.

The Due Diligence review will occur throughout the evaluation phase (and negotiation phase in an ITN) of this procurement.

3. Responsibility Factors. The Due Diligence Review conducted for each solicitation is based upon considerations such as the estimated contract value, the contract’s complexity, the level of risk related to the contractual obligations, and the criticality to Citizens’ mission.

Any of the following may affect a Vendor’s responsibility including, but not limited to:

- a. Professional credentialing and required authority to perform the contractual obligations set forth in the solicitation;
- b. Criminal charges, judgments, convictions, plea agreements, withholding of adjudication, or pre-trial interventions;
- c. Civil judgments or settlements for any action against Vendor related to fraud;
- d. Governmental enforcement or regulatory proceedings for civil or statutory violations;
- e. Lack of financial soundness, which might include issues bankruptcies, insolvencies or other financial impairments; and
- f. Vendor’s contracts terminated for cause.

**ATTACHMENT C
RESPONSIBLE VENDOR REVIEW**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

-
4. **Vendor Required Information.** Vendors are required to fully and accurately answer the questions set forth below, and for each “YES” answer provide a detailed written explanation and attach copies of relevant documents.
- a. Within the past ten (10) years, has Vendor has been the subject of any disciplinary actions regarding against a professional license or other license to conduct business?
 YES NO
 - b. Within the past ten (10) years, has Vendor been subject to any criminal charges, judgments, convictions, plea agreements, withholding of adjudication, or pre-trial interventions?
 YES NO
 - c. Within the past ten (10) years, have there been any civil judgments or settlements for any actions against Vendor related to fraud?
 YES NO
 - d. Within the past ten (10) years, has Vendor been subject to any governmental enforcement or regulatory proceedings for civil or statutory violations?
 YES NO
 - e. Within the past ten (10) years, has the Entity submitting the Response or Proposal had any of its contracts terminated for cause?
 YES NO
 - f. Has the Entity submitting the Response or Proposal had a claims services contract(s) with Citizens terminated for cause? See Section 2.3, Minimum Requirements of RFP 14-0019.
 YES NO
5. **Other Requirements.** The following, additional due diligence items are contained within the provisions of RFP 14-0019:
- a. **Financial Assessment.** The financial soundness of the entity submitting the proposal or response to this competitive solicitation will be evaluated separately as outlined within RFP 14-0019, Section 3.6, Response Contents, Tab E, Financial Information.
 - b. **Certification of Criminal History.** Vendors are required to include a completed and signed copy of Attachment M (Certification of Criminal History) in their response for each identified Firm Principal as detailed in RFP 14-0019 Section 2.6, Criminal Background Investigation. [Note: upon notification of award, Vendor must submit a criminal background investigation report for each Firm Principal.]
 - c. **Certificate of Insurance.** Vendors are required to include in TAB A of their response a current Certificate of Insurance, as defined in Attachment A of RFP 14-0019, Adjusting Services Contract.

SIGNATURE:

By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Print Your Name

Print Vendor Name

Signature

Date

**ATTACHMENT D
FSBE, MBE & FBE DECLARATION FORM**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

Name of Vendor: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

If the business is a wholly or partially – owned subsidiary; the parent business must also meet the following criteria in order to be considered an FSBE Qualified Vendor.

Florida Small Business Enterprise (FSBE)

- Business has or maintains its primary corporate/home office within the State of Florida;
 - Department of State Document Number: _____
- Business is engaged in commercial transactions;
- Business has annual gross sales or receipts of less than \$6,000,000 (averaged over the past three years of the businesses actual existence);
- Primary owner of business (owning 51% or more of the business or its commons stock) cannot individually have a personal net worth greater than \$750,000 (excluding primary personal residence and stock value of the FSBE);
- Business maintains the required licenses and necessary industry expertise to perform. If the FSBE is a wholly or partially-owned subsidiary, the parent business must also meet all FSBE criteria.

Minority Business Enterprise (MBE)

- Engaged in commercial transactions.
- At least 51% owned by a minority person(s).
 - Minority is defined in Section 288.703, F.S., as African American, Hispanic American, Asian American, Native American, or American Women.
 - American is defined as a citizen of the United States of America.
 - Resident aliens (Green Card holders) are not eligible for certification.
- Managed and controlled by minority person(s).
- Business must provide minority business certifications from federal, state or any other governmental agency or political subdivision with submission of this form.

Florida Business Enterprise (FBE)

- Business maintains its primary corporate/home office within the State of Florida. Business must provide supporting documents, including the physical address of the business office.
- Business must provide Florida Department of State certification with submission of this form.

I understand that I am swearing or affirming under oath to the truthfulness of the statements made in this declaration.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

The foregoing instrument was acknowledged before me on this _____ day of _____, by _____. Who is personally known, or has produced the following form of _____ Identification.

Notary Signature: _____ (Seal)

Print, type, or stamp name of Notary _____

(Citizens Staff will validate above criteria.)

**ATTACHMENT E
TRAINING QUESTIONNAIRE**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

Vendors **shall submit** the answers to this **Attachment E** in TAB D of their response, answering all questions in narrative format. Each answer should not exceed more than three pages in length. The answers provided by Vendors will be evaluated as described in Section 3.8, Scoring Guidelines and Methodology of the RFP, the maximum weighted values are indicated below.

TRAINING QUESTIONS:	POINTS
1. Do you currently have a Training program? If yes, please proceed to question # 2.	N/A
2. Describe / identify if your organization has dedicated training resources. a) Describe / identify if your organization requires your trainers to be Licensed Adjusters. b) Describe / identify if your organization requires your dedicated training resource to have certain certifications or designations? If so please identify such certifications / designations. c) Describe / identify how your organization evaluates its dedicated training resources.	2
3. Describe / identify the subject / topics covered in your training program. a) Describe / identify the frequency training is offered and conducted. b) Describe / identify the average number of training hours provided and completed annually per individual adjusters. c) Describe how your organization evaluates proficiency and competency of individuals who receive training.	2
4. Describe / identify if your organization's training program follow a methodology that ensures it effectively identifies or categorizes training opportunities based on the participants knowledge or skill level. a) Describe how your organization tracks the status and completion of training elements and test scores. b) Describe how and with whom training results are communicated and utilized for performance improvement?	2
5. Describe how your organization evaluates the effectiveness of its training program	2
6. Describe your organization's training program materials in detail, making sure to address the following: a) If your organization creates its own training materials. If so describe and include the requirements for the person / position responsible for material development. b) Describe your organization's ability to develop or augment your training materials to reflect Citizens specific information. c) With what frequency does your firm update its training materials?	2

**ATTACHMENT F
QUALITY ASSURANCE QUESTIONNAIRE**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

Vendors **shall submit** the answers to this **Attachment F** in TAB D of their response, answering all questions in narrative format. Each answer should not exceed more than three pages in length. The answers provided by Vendors will be evaluated as described in Section 3.8, Scoring Guidelines and Methodology of the RFP, the maximum weighted values are indicated below.

QUALITY ASSURANCE QUESTIONS:	POINTS
1. Describe all current Quality Assurance (QA) policies and procedures of your organization that are relevant to services to be provided by your organization under the prospective contract. Detail how your policies and procedures ensure services provided are scalable, reliable (e.g., verify scope of damage and cost of repairs), consistent, accurately documented, and defensible.	1
2. Describe the methodology used by your organization to evaluate QA issues / risks, and why this methodology is used as opposed to other approaches / options.	1
3. Describe the process and procedures employed by your organization when an adjuster doesn't meet QA policy and procedure standards.	2
4. Describe QA management planning, implementation, assessment, and reporting activities conducted by your organization to ensure data collected by adjusters is of the type and quality needed to meet client needs.	1
5. Who is responsible for development and administration of the adjuster services QA program at your organization? Describe their duties and responsibilities, and qualifications to develop and administer your QA program.	1
6. Describe the ability of your organization to adapt / change your QA program to meet client needs and legal / legislative changes.	1
7. Describe the process and practices used by your organization to conduct, measure and / or score QA audits and file re-inspections?	1
8. How and to whom are audit results communicated and utilized for performance improvement and/or organizational changes?	1
9. What changes do you make, if any, to your QA program for a catastrophic event?	1

ATTACHMENT G
BUSINESS CONTINUITY AND DISASTER RECOVERY QUESTIONNAIRE
RFP 14-0019
LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Citizens Property Insurance Corporation
Business Continuity and Disaster Recovery Questionnaire



Completed in connection with Citizens Solicitation No. _____
Potential Vendor Company Name _____
Questionnaire Completed by (name and title/role) _____
Questionnaire Completed on (date) _____

* Note --> Responding Vendors must submit evidence that substantiates or validates the responses indicated on this questionnaire. In addition, the successful/selected/awarded vendor will be required to participate, to some extent, in exercises conducted by Citizens.

Section A - Continuity and Recovery Strategy

1) Does your organization have documented (i.e. written) plans for the continuity of business operations and the recovery of Information Technology systems and/or applications in the event of a disaster or significant disruption?

Yes ___ (Continue and complete Section A)

No ___ (**Answering "No" will result in this Questionnaire being given a "Fail" score, no further evaluation of the Questionnaire or the Proposal will occur**)

2) Please describe the type of failure/disruption scenarios or outages your plan contemplates.

3) Please identify the duration of time assumed for each type of failure/disruption scenario or outage contemplated by your documented plan - please specify no. of hours, days, weeks, months, etc. for each type.

4) Does your documented organizational plan establish and list critical business functions with specified recovery priorities?

Yes ___ (Continue to Question 5)

No ___ (Skip Question 5, proceed to Question 6)

5) What is the documented expected recovery time for your critical business functions?

< 4 hours ___

< 1 day ___

1 - 2 days ___

> 2 days ___

6) Does your documented organizational plan consider interdependencies, both internal and external?

None ___

Internal or external, but not both ___

Both internal and external ___

7) Does your documented organizational plan include some or all locations from which you provide services?

None ___

Some ___

All ___

8) What percentage of your "business as usual" servicing capability is your documented organizational plan designed to address?

< 30% ___

30% - 70% ___

> 70% ___

ATTACHMENT G
BUSINESS CONTINUITY AND DISASTER RECOVERY QUESTIONNAIRE
RFP 14-0019
LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

- 9) Do you have a dedicated team of professionals focused on the continuity and recovery of your service capabilities?
If so, please list names and contact information. If not, proceed to Question 10.

- 10) If not, do you use an external service provider to plan for your continuity and recovery needs?

Yes _____

No _____

- 11) Is your primary/main Information Technology facility or data center located in the same building, premises, or complex occupied by your primary business or operations personnel?

Yes _____

No _____

- 12) Please describe how your organization's primary, secondary, and/or tertiary servicing centers are configured to provide redundant services to your customers.

Section B - Crisis Communications

- 1) Do you have a documented (i.e. written) crisis management process within your organization?

Yes _____ (Continue and complete Section B)

No _____ **(Answering "No" will result in this Questionnaire being given a "Fail" score, no further evaluation of the Questionnaire or the Proposal will occur)**

- 2) Does this process cover internal and external communications during a crisis event?

None _____

Internal or external, but not both _____

Both internal and external _____

- 3) Do you provide your customers with detailed contact information in the event of a disruption in your service capabilities, outages, and/or emergencies?

Yes _____

No _____

- 4) Please describe how would you notify Citizens of a disruption in your service capability, outage, and/or emergency?

- 5) Please describe how you notify your personnel of an incident and what guides and directs them through a disruption to recovery to "business as usual."

ATTACHMENT G
BUSINESS CONTINUITY AND DISASTER RECOVERY QUESTIONNAIRE
RFP 14-0019
LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Section C - Back-Up Facilities

- 1) Does your organization have an alternate site location for data center recovery purposes?
Yes ____ (Continue to Question 2)
No ____ (skip Question 2, proceed to Question 3)

- 2) If so, what is the approximate distance between your production or primary site and your alternate or secondary site for data center recovery purposes?
< 5 miles ____
5 - 25 miles ____
> 25 miles ____

- 3) Does your organization have an alternate site location for work area recovery purposes?
Yes ____
No ____

- 4) Do you use an external service provider for your data center recovery needs?
Yes ____ (Continue to Question 5)
No ____ (Skip Question 5, proceed to Question 6)

- 5) If so, is your contract/agreement with your external service provider for data center recovery needs honored on a guaranteed basis or on a first-come/first-served basis?
Guaranteed basis ____
First-come/first-serve basis ____

- 6) What recovery strategy does your organization use?
Active/Active ____
Active/Back-up ____
Vendor Supplied/Other (specify) ____

- 7) Is the processing capacity of your back-up facility equal to that of your primary facility?
Yes ____ (Skip Question 8, proceed to Question 9)
No ____ (Continue to Question 8)

- 8) If not, what is the processing capacity of your back-up facility in proportion to the processing capacity of your primary facility?
< 30% ____
30% - 70% ____
> 70% ____

- 9) Is it feasible to process/run normal business operations from your back-up facility for an extended period (i.e. at least 6 weeks)?
Yes ____
No ____

ATTACHMENT G
BUSINESS CONTINUITY AND DISASTER RECOVERY QUESTIONNAIRE
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Section D - Exercises

1) Is your documented (i.e. written) plans for business continuity and the recovery of Information Technology systems and/or applications exercised?

Yes ____ (Continue and complete Section D)

No ____ (**Answering "No" will result in this Questionnaire being given a "Fail" score, no further evaluation of the Questionnaire or the Proposal will occur**)

2) If so, how frequently is/are your documented plan(s) exercised?

Quarterly, or more frequent _____

Semi-Annual _____

Annual, or less frequent _____

3) Do you have exercise dates scheduled over the next 12-18 months?

Yes ____ (Continue to Question 4)

No ____ (Skip Question 4, proceed to Question 5)

4) If so, please list the date, type, nature, and extent of each scheduled exercise.

5) Do you include IT personnel, operational personnel, or both in your internal exercises?

IT personnel only _____

Operating personnel only _____

Both _____

6) Would you include/involve Citizens in your external exercises?

Yes ____

No ____

7) Please list and describe the components of your systems and infrastructure that are exercised?

8) Do your auditors, internal or external, passively review and/or actively observe your exercises?

Passively review only _____

Actively observe only _____

Both _____

None _____

ATTACHMENT H
CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM FORM
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Citizens Property Insurance Corporation Purchasing Policy states that in the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation and no vendor's goods and / or services are manufactured performed in Florida then a preference will be given to a proposal received from a Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statute. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in Subsection (1).
- In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statute or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

SIGNATURE	
Company Name:	
Manual Signature:	
Print or Type Signatory Name:	
Print or Type Title:	
Date:	

Code of Ethics

Citizens Property Insurance Corporation



ATTACHMENT I
CITIZENS CODE OF ETHICS
RFP 14-0019
LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES



Our Vision

We aspire to be responsive stewards of the public trust, setting the standard for courteous, prompt and professional customer service, operational efficiency and fiscal responsibility. We strive to be an important insurance safety net for Floridians and to earn respect as a valuable partner in protecting Florida's economic health.

Our Mission

Our mission is to serve the people of Florida by providing property and casualty insurance protection and superior customer service.

Our Values

In accomplishing our mission, we embrace the following values:

- **Public Service:** We are committed to provide the highest quality of service to benefit the citizens of Florida.
- **Integrity:** We will demonstrate steadfast adherence to our values and ethical code of conduct.
- **Respect:** We will reflect genuine honor and respect for one another and those we serve.
- **Courtesy:** We will exhibit well-mannered behavior and politeness in everything we do.
- **Responsiveness:** We will perform with an appropriate sense of urgency and flexibility.
- **Fairness:** Our overriding culture is to always do the right thing.

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Letter from the President



Citizens has made great strides in establishing a “culture of ethics.” This is something I strongly believe in and wholeheartedly support. Please use this Code of Ethics as your guide to help ensure we can enjoy an ethical workplace that makes all of us proud.

This Code of Ethics governs the conduct of the Corporation’s officers, directors, and employees and provides us with a comprehensive guide to what is expected of us when conducting Citizens business. The Code is the bedrock of Citizens’ Organizational Ethics program, which also includes:

- Mandatory ethics training for new employees
- An annual ethics review course for all employees
- Ongoing ethics discussions between management and staff
- The appointment of an Ethics Officer by the President
- Ask.Ethics@citizensfla.com, a resource for obtaining an official interpretation of the Code or answer about a specific situation
- Tell Citizens, a confidential resource for reporting suspected ethics violations

At Citizens, a culture of accountability, transparency, and trust has shaped our reputation among our policyholders, business partners, and all Floridians for trustworthiness and respect. Citizens’ values – our commitment to public service, integrity, respect, courtesy, responsiveness and fairness – provide clear direction and a sense of what it means to be a Citizens employee.

I applaud your commitment to the ethical principles required by the Code of Ethics and encourage you to take advantage of the many resources we provide to assist with your compliance. Thank you.

Barry J. Gilway

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES



Guiding Principles

In accomplishing our mission, Citizens embraces the values of public service, integrity, respect, courtesy, responsiveness and fairness. This Code of Ethics (Code) establishes standards that guide our business conduct and supports a culture of accountability, transparency and trust.

The goals of this Code include:

- Protecting the public interest and the resources and integrity of the corporation
- Maintaining Citizens as a trusted decision-making entity
- Ensuring that employees and members of Citizens' Board of Governors (the Board) are independent and impartial and that their positions are not used for personal gain
- Ensuring compliance with Florida's Code of Ethics for Public Officers and Employees and other applicable state laws

Recognizing the importance of ethical business conduct, the Board adopted this Code, which applies to Board members and all Citizens employees, including the President and senior managers.

This Code is one component of Citizens' Organizational Ethics program, which includes:

- Mandatory training for new employees
- Annual ethics review course for all employees
- Promotion of the ethics program as a performance goal for all management
- Ongoing ethics discussions between management and staff

Information about mandatory ethics training is available on the [Training Central](#) portal.

How to Use the Code of Ethics

Although the Code includes many important topics, it cannot address every possible workplace situation or list all of Citizens' corporate policies and procedures. This Code presents examples of situations you may encounter as a Citizens employee and provides resources for obtaining additional information and guidance. The policies referenced in the Code and frequently asked questions (FAQs) about the Code are available on the [Corporate Policies and Procedures](#) portal.

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

It is important to read the Code carefully and understand how it applies to you. Situations involving business ethics can be complex. Sometimes a law or policy dictates the outcome, but on occasion, it is necessary to determine ethical conduct based on the situation.

When determining whether a course of action is ethical, you should consider the following questions:

- Is it legal?
- Does it comply with Citizens' Code of Ethics and/or other applicable policies?
- How will it affect others, such as policyholders, employees and the citizens of Florida?
- How will it look to others?
- How will it affect Citizens' status as a trusted decision-making entity?
- Would you be comfortable defending the decision in a public forum?
- Is it the right thing to do?

Ask Before Acting

If you are uncertain about whether an action or decision is ethical, always ask before acting. Citizens offers several ways to seek advice regarding ethical issues, including discussing the issue with your supervisor or a Human Resources representative, or sending an e-mail to Ask.Ethics@citizensfla.com.

How to Report Ethics Violations

Citizens expects you to report any conduct that you believe is a violation of the Code. Reporting options include:

- Completing the [Internal Complaint Form](#) and submitting it to EmployeeRelations@citizensfla.com
- Contacting an Employee Relations representative or the Director of Human Resources
- Using the Tell Citizens reporting program:
 - 1-800-593-7420
 - www.tellcitizens.com

Citizens' Organizational Ethics program will be overseen by an Ethics Officer appointed by the President. The Ethics Officer provides advice and counsel to Citizens and its employees about ethics, values and standards of conduct, and promotes ethical awareness through education and training. The Ethics Officer will enforce and interpret the Code, and oversee internal investigations into alleged ethics violations conducted by the Corporate Compliance Unit. Citizens will take prompt remedial action when ethical violations are substantiated.

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Anti-Retaliation

Citizens is committed to promoting and maintaining an environment where employees feel comfortable reporting suspected Code of Ethics violations.

Citizens prohibits retaliation, or the threat of retaliation, against anyone who, in good faith, reports a suspected ethics violation or cooperates in an investigation by Citizens or an appropriate governmental agency. If you believe that you have experienced retaliation as a result of reporting a complaint or participating in an investigation, report the incident immediately to the Employee Relations unit or through the [Tell Citizens](#) reporting program.

Conflicts of Interest

Employees and Board members must avoid situations that involve, or appear to involve, a conflict of interest. A conflict of interest occurs when a personal relationship influences a business decision, interferes with the interests of Citizens, conflicts with the proper discharge of a person's duties or leads to a disregard of a public or corporate duty.

This Code sets standards to help Citizens' employees and Board members avoid conflicts of interest. Further, this Code addresses the prohibition of receipt of gifts from, and certain personal business relationships with, vendors, policyholders or claimants.

Employees and Board members are prohibited from performing official duties or corruptly using, or attempting to use, their official positions, or any property or resource that may be within their trust, to secure a special privilege, benefit or exemption for themselves or others.

No employee or Board member shall use or permit the use of a family member to circumvent the prohibitions described in this Code. For the purposes of this Code, a family member is a person to whom the employee or Board member is related, including:

- A father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, or step great grandchild or
- Any person who is engaged to be married to the employee or Board member, or who otherwise holds himself or herself out as, or is generally known as, the person whom the employee or Board member intends to marry, or with whom the employee or Board member intends to form a household or
- Any other natural person having the same legal residence as the employee

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES



“No Gift” Requirement

Employees and Board members are prohibited from accepting, directly or indirectly, a gift or expenditure of any nature or any value from:

- A vendor, or any employee or representative of a vendor
- A policyholder or claimant that is (or could be understood to be) intended:
 - To influence an official decision or act of the employee or Board member
 - As an expression of gratitude for such a decision or act

A gift is any benefit for which the recipient (employee or Board member) does not pay “actual cost” or “fair market value.” Examples of gifts include:

- Food, beverages or floral arrangements
- Tickets to events or performances
- Invitations to social or recreational events
- Any goods or services for which a cost or fee is usually charged

A vendor is any person or entity that has an ongoing contract with Citizens or is under consideration for a contract, including, but not limited to, insurance companies, takeout companies, insurance agents, adjusting firms, consultants, independent adjusters, contractors, law firms and other service providers. This includes any employee, agent, corporate officer, owner or person acting on behalf of the vendor (or any parent or subsidiary corporation).

Neither a family member of an employee, nor a family member of a Board member, may accept a gift from a vendor because this could be construed as an indirect gift to the employee or Board member. If a family member of a Citizens employee (or Board member) is employed by a vendor, that family member may give a gift to the Citizens employee (or Board member) who is his/her family member only if the giver (the family member employed by the vendor) personally pays for the gift.

For example: Cynthia, a Citizens employee, whose son works for a Citizens vendor, may accept a birthday present or other gift from her son, even though he works for a vendor, only if he personally pays for the gift.

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

If an employee or Board member receives a gift and is unable to decline delivery, the gift shall be disposed of as follows:

If:	Then:
The delivered gift is food or perishable goods (e.g., flowers)	The gift either shall be: <ul style="list-style-type: none"> • Returned to the giver at Citizens’ cost or • Contributed to a food bank or homeless shelter
The delivered gift is not food or a perishable item	The gift either shall be: <ul style="list-style-type: none"> • Returned to the giver at Citizens’ cost or • Contributed to a homeless shelter

Any employee or Board member who receives a gift from a vendor must either pay the “actual cost” or “fair market value” of the gift, or give something of equal or greater value to the giver at the same time the gift is received. When the “actual cost” is unknown, an employee or Board member should pay the “fair market value.”

Financial and Business Interests

Employees may not:

- Knowingly own or have a material personal financial interest, directly or indirectly, in a vendor
- Knowingly engage in a material personal business transaction with a vendor

A material personal financial interest means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of any such business or firm. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts.

No Purchasing employee, Senior Manager, or Board member (“person”) shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for Citizens from any business which the person or person’s spouse or child is an officer, partner, director, or proprietor or in which such person or person’s spouse or child or any combination of them, has a material interest. A “material interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of the business.



LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Secondary Employment

Your employment with Citizens is primary. Any work you perform outside of Citizens for which you receive compensation is considered secondary employment.

You must obtain approval from Citizens prior to engaging in secondary employment. Employees interested in secondary employment must complete the [Secondary Employment Request Form](#).

Secondary employment (including self-employment) cannot:

- Interfere with your ability and availability to perform your duties for Citizens
- Involve a conflict of interest
- Use any of Citizens' resources, including, but not limited to, work space, time, equipment, supplies or personnel.

No employee may be employed by a vendor or be under contract to provide services to a vendor.

No employee at the manager level or higher can pursue or discuss any verbal or written offer of employment by a vendor, unless the employee promptly provides written notice of the offer to the Director of Human Resources. The Director of Human Resources will take appropriate action to avoid any actual or perceived conflict of interest, which could include requiring the employee's resignation.

Refer to the [Secondary Employment Policy](#) for further details.

Proper Use of Citizens' Resources

Citizens provides employees with all the resources to perform their duties effectively. These resources include, but are not limited to, personnel, computer and technology systems, office equipment and telecommunications services.

Citizens' resources are for business use. Employees are responsible for protecting and securing Citizens' assets, information and resources in accordance with Citizens' policies and business unit requirements.

Although Citizens may allow personal use of some Citizens' equipment under certain limited circumstances, such use:

- Cannot interfere with the performance of duties
- Must be infrequent and of short duration
- Cannot result in additional cost to Citizens
- Must not be for the purpose of conducting business related to secondary employment
- Must not violate any of Citizens' policies

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES



Refer to the [Employee Handbook](#) and the [Information Technology Resources Policy](#) for further details.

Confidential Information

As a Citizens employee, you may have contact with proprietary and/or confidential information such as claims and underwriting files, personnel files, information technology resources or other information of a sensitive or privileged nature. As a Citizens employee, you assume an obligation to maintain confidentiality. You may not access, use or disseminate this information for any reason other than official Citizens business.

When handling such information, you must take necessary precautions to insure its protection and privacy and uphold the laws and policies that protect such information. An employee who receives a request for Citizens' records must contact the Custodian of Records immediately.

Refer to the [Employee Confidentiality Agreement](#) and the [Records Management and Record Request Policy](#) for further details.

Public Office

Holding a public office may create a conflict of interest or other employment-related issues. As a result, if an employee considers running for political office or accepting an appointment to a public position, the employee must immediately notify the Ethics Officer.

Special Requirements for Senior Managers and Board Members

Senior managers (as defined in Citizens' Plan of Operation) and Board members are subject to the provisions of Part III of Chapter 112, F.S., which includes the Florida Code of Ethics for Public Officers and Employees, and the public disclosure and reporting of financial interests required by Section 112.3145, F.S.

LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES

Board Members

Before participating in discussions or voting on an issue when a potential conflict of interest exists, Board members must comply with the disclosure requirements of Section 112.3143, F.S., to the extent applicable. When a potential conflict exists, Board members should use their discretion on whether to take part in or abstain from voting or discussions.

Senior Managers

No senior manager may represent another person or entity before Citizens until 2 years after the senior manager's retirement or termination of employment from Citizens.

No senior manager may be employed or have a contractual relationship with an insurer who has a takeout bonus agreement with Citizens, for a period of 2 years after the senior manager's retirement or termination of employment from Citizens.

Requirements under Florida Law

Acknowledgment of the Code of Ethics

On or before July 1 of each year, each employee shall sign and submit a statement acknowledging the Citizens' Code of Ethics and confirm that he/she does not have a conflict of interest as defined in this Code. Further, all prospective employees are required to complete an acknowledgment of this Code and confirm that no conflict of interest exists.

The Ethics Officer will ensure that employees meet the acknowledgment requirement.

Requesting an Official Interpretation

In the event that this Code does not provide the detail required in a specific situation or further explanation is needed, an official interpretation may be requested. To request an official interpretation, contact the Ethics Officer at Ask.Ethics@citizensfla.com.

Violations and Penalties

Ethical conduct and compliance are personal responsibilities, and every employee and Board member shall be accountable for his/her conduct. Any employee or Board member who violates this Code is subject to disciplinary action up to and including dismissal. The civil and criminal penalties set forth in Sections 112.317 and 112.3173, F.S., may apply to the receipt of a gift from a vendor in violation of the "no gift" policy and to the violation by a Board member or senior manager of the applicable provisions of Florida's Code of Ethics for Public Officers and Employees.



ATTACHMENT I
CITIZENS CODE OF ETHICS
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LITIGATED AND NON-LITIGATED CLAIMS ADJUSTING SERVICES



How to report ethics violations:

- Complete the [Internal Complaint Form](#) and submit to EmployeeRelations@citizensfla.com.
- Contact an Employee Relations representative or the Director of Human Resources.
- Use the Tell Citizens reporting program:
 - 1-800-593-7420
 - www.tellcitizens.com

ATTACHMENT J
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM
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LITIGATED AND NON-LITIGATED ADJUSTING SERVICES

The undersigned acknowledges the following to both Citizens Property Insurance Corporation, Florida ("Citizens") and to the Citizens' Vendor.

- 1. VENDOR RELATIONSHIP:** "Vendor" means any independent firm, claims administration firm, or other claim service provider that has a contract or agreement with Citizens, and of which I am an employee or sub-contractor. I am currently an employee or sub-contractor of the Vendor identified below, and I am not an employee of Citizens. If I become an employee or sub-contractor for a different Citizens Vendor, this acknowledgement also applies to me as an employee or sub-contractor of that Vendor. I am signing this form at the direction of the Vendor, pursuant to a Citizens requirement.
- 2. CODE OF ETHICS:** I understand that, by my relationship with Vendor, among other restrictions, I cannot:
 - 2.1 Give a gift to a Citizens' employee or member of Citizens' Board of Governors ("Board");
 - 2.2 Accept a gift from a Citizens' policyholder that is, or could be interpreted to be, intended to influence my handling of their claim, or could be interpreted as an expression of gratitude for such an act;
 - 2.3 Have a relationship with a Citizens' employee or Board member that qualifies as a conflict of interest (unless an exception is granted); and
 - 2.4 If an exception or interpretation is needed, I will promptly contact Citizens' Human Resources Department. Any exception granted by Citizens must be confirmed in writing.
- 3. CONFIDENTIALITY AND NON-DISCLOSURE:**
 - 3.1 "Confidential Information" means all Citizens' claim information, claim files, all documentation related to the claim, claimant personal information, policyholder personal information, and underwriting information and files.
 - 3.2 Confidential Information is confidential and protected, and I will not use Confidential Information for any purpose other than servicing or adjusting a Citizens' claim in my capacity as an employee or sub-contractor of Vendor.
 - 3.3 I will not disclose, or cause to be disclosed, Confidential Information to any person or entity except as expressly authorized by Vendor in accordance with Citizens' procedures.
 - 3.4 I will take all reasonable measures to protect and prevent Confidential Information from being inadvertently or improperly disclosed to any person, entity, or third party.
 - 3.5 If I am or become a policyholder or applicant for coverage with Citizens, I will not access or have another person access information contained in my underwriting or claim file. I will not participate in the underwriting or claims handling process as it relates to my specific policy. The same provisions apply if I become aware that a family member (parent, step-parent, spouse, child, step-child, or sibling) is a policyholder or applicant of Citizens. If I am inadvertently assigned a file of a family member or any other policyholder that would result in or appear to result in a conflict of interest I will notify my supervisor so that the file may be reassigned.

ATTACHMENT J
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM
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- 4. PUBLIC RECORDS:** I understand that Citizens is subject to Florida's public records law under Chapter 119 and Section 627.351(6), Florida Statutes, and that certain Confidential Information, including my documentation and work product, may be subject to disclosure after the claim is closed and settled. I understand that if I ever receive a public records request (whether oral or written) from any person or entity for CITIZENS records or information, including Confidential Information, I will comply with the terms of my employer's contractual obligations and ensure the matter is immediately referred to Citizens' Records Custodian at recordsrequest@citizensfla.com or (850)-513-3823.
- 5. TERMINATION OF CLAIM HANDLING:** After termination of my handling of a particular Citizens' claim: (A) I will return all related Confidential Information in my possession to Vendor, or as otherwise directed by Vendor; (B) the confidentiality of such Confidential Information shall survive; and (C) the requirements and restrictions of paragraphs 3 and 4 above shall continue to apply.
- 6. CONSEQUENCES FOR VIOLATION:** I understand that, if I violate the restrictions and requirements in this acknowledgement, then among other consequences: (A) I am subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens may be entitled to injunctive relief as well as monetary damages.
- 7. PROHIBITION OF FUTURE REPRESENTATION:** I understand that by my relationship with Vendor I am bound by the Prohibition of Future Representation and agree I shall not at any time in the future represent a Citizens' Insured in the insured's claim against Citizens for which I provided claim-related services on Citizens' behalf with respect to that same claim. This would include, but not be limited to, acting as a consultant, public adjuster or any other capacity related to the Insured's claim against Citizens.

Acknowledged and agreed to on the following date: _____, 20____, by:

Name of Vendor:

Name of employee or sub-contractor (print or type):

Signature of employee or sub-contractor:

Florida Department of Financial Services adjuster license number (if licensed):

**ATTACHMENT K
VENDOR TRAVEL REIMBURSEMENT GUIDELINES**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

Vendors must obtain authorization to incur travel expense prior to travel. Travel without authorization will not be reimbursed.

At Citizens Property Insurance Corporation's discretion, Citizens will reimburse Vendors for ordinary and necessary travel expenses incurred by their personnel as a result of performing duties on behalf of Citizens consistent with these guidelines. The traveler must utilize the most efficient route, employ the most economical and efficient method of transportation, and request standard accommodations.

Payment for travel expenses will be made only to the Vendor named on the contract or purchase order. It is the Vendor's responsibility to directly reimburse its employees, consultants and/or subcontractors.

Reimbursement Procedure: In order to be eligible for reimbursement the Vendor must submit an invoice along with a **Vendor Travel Expense Reimbursement Form** (Exhibit A) with copies or originals of required forms and receipts to Citizens Accounts Payable Department at AccountsPayable@Citizensfla.com , or by mail to ATTN: Accounts Payable, PO Box 10749, Tallahassee, FL 32302-2749. See Paragraphs below for additional requirements.

Those personnel required to submit weekly or monthly time sheets to a Citizens Project or Contract Manager should fill out a **Vendor Travel Expense Reimbursement Form** and have it signed by the appropriate Citizens manager prior to submitting to their employer for reimbursement. The Vendor will then invoice Citizens, including a copy of the **Vendor Travel Expense Reimbursement Form** and supporting receipts.

Contracted personnel or professional services Vendors not required to submit monthly or weekly time sheets should submit their receipts to their employer, who will then invoice Citizens for the expenses, including copies or originals of all supporting documentation.

Travel Expenses should be invoiced by the Vendor within 30 calendar days of the end of the month in which the expense was incurred. Citizens may refuse payment of any expense reimbursement requests not invoiced within 90 days of return from travel or when expenses are not properly documented.

Travel Receipts: An itemized receipt must substantiate all expenses submitted for reimbursement, other than meals. (See **Meal Allowance** below) A valid receipt must show the following:

- Name of the establishment;
- Location of the establishment;
- Date(s) the expense(s) were incurred;
- The type of expense; and
- The amount of the expense.

If the Vendor does not have a receipt to substantiate an expense, no reimbursement will be paid.

A written explanation for reasonable gratuities will be accepted in lieu of a receipt. (See **Gratuities Section** below for further guidance).

Transportation: In determining the mode of transportation, Vendors should consider relative costs, time efficiencies, and the number of people traveling together, and must select the most economical method of transportation.

Citizens will reimburse for standard coach airfare and baggage fees only. More than one bag must be justified in writing. First-class or business class airfare will not be reimbursed. Citizens will reject additional fees associated with air travel, such as priority seating, upgrades, or flight changes unless at Citizens' request.

Reasonable expenses for local transportation, such as a taxi or bus, are reimbursable. If a receipt is not provided, a written explanation must be submitted with the travel expense reimbursement form. Neither luxury conveyances nor unjustified immoderate fares will be reimbursed.

**ATTACHMENT K
VENDOR TRAVEL REIMBURSEMENT GUIDELINES**

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Tolls and parking will be reimbursed when accompanied by a receipt. If no receipt is available a written explanation is required. Valet parking will be reimbursed only when it is mandatory and will always require a receipt and a statement that the charge was a mandatory charge.

Citizens will reimburse mileage at the rate of \$.445 per mile when a personal vehicle is used. Requests for mileage reimbursement must be accompanied by a map or log of destinations to support the request.

Rental Car Guidelines: Travelers must rent the lowest class size available (intermediate, standard, or full-sized) to accommodate the number of staff traveling and the equipment or materials being transported. Travelers are prohibited from requesting luxury or premium rental vehicles. Extra items, such as a GPS, will not be reimbursed. Citizens will reimburse a Vendor for fuel used in the rental car; prior to returning the vehicle the tank should be topped off. Any charges by the auto rental agency for gasoline will not be reimbursed.

Subsistence: For travel including an overnight stay, the traveler may elect to take a per diem of \$80 per day (meals and lodging) or may instead claim necessary expenses for lodging plus a meal allowance as described below.

Lodging: When making hotel accommodations, several factors must be considered:

1. Cost;
2. Appropriateness; and
3. Proximity to the business activity or event.

A written justification and quotes from area hotels must be provided if the expense exceeds \$150 per night (room rate only). These must be submitted with the authorization to incur travel.

Meal Reimbursement: The following table provides guidelines for meal reimbursement:

Meal	Traveler Must Depart Before:	And Return After:	To Claim Meal Allowance of:
Breakfast	6:00 a.m.	8:00 a.m.	\$ 6.00
Lunch	12:00 noon	2:00 p.m.	\$11.00
Dinner	6:00 p.m.	8:00 p.m.	\$19.00
All Day	6:00 a.m.	8:00 p.m.	\$36.00

A meal allowance is provided in lieu of reimbursement for meals and meal tips, therefore receipts for meals are not required.

Gratuities: Reasonable tips may be reimbursed, up to 15% for taxi; up to \$1 for valet parking; up to \$2 per night for housekeeping; up to \$1 per bag for bag handling, with a \$5 maximum.

Non-Reimbursable Expenses: Personal travel expenses are not to be billed to Citizens, nor will they be considered for reimbursement.

The following are examples of expenses that will not be reimbursed. This list is not inclusive of all items not covered. If there are questions regarding reimbursement of expenses please contact Citizens Accounts Payable at 850-513-3724 or AccountsPayable@citizensfla.com prior to incurring the expense.

- Alcoholic beverages
- Gifts
- Laundry
- Movies
- Snacks
- Personal items
- Lost or stolen baggage
- Reading materials
- Traffic and Parking Violation Fees
- Maintenance or repair of personal vehicle
- Child care or Pet Boarding
- Medicines of any type

**ATTACHMENT L
RESOURCE AND OFFICE SPACE COMMITMENT FORM**

RFP 14-0019

NON-LITIGATED AND LITIGATED CLAIMS ADJUSTING SERVICES

Instructions:

This form must be submitted with your response to be considered responsive. Fill in only yellow highlighted fields.

- In Part A of this Attachment, Vendor must select either "Yes" or "No" regarding their intent to offer office space (only those firms providing office space will be considered for Tier 1).
- After the selection has been made in Part A, the Vendor will complete the remaining required fields. (If no office space is provided, the Vendor will only be able to enter Non-Litigated Claims Adjusters, all other fields will be grayed out).
- The following minimum requirements must be met for Vendors to be eligible for award in Tier 1.
 - 100 - Non-Litigated Claims Adjusters
 - 25 - Litigated Claims Adjusters
 - 25 - Fast Track Claims Adjusters
 - Office space must be provided as detailed within the RFP
- The following minimum requirement must be met for Vendors to be eligible for award in Tier 2.
 - 100 - Non-Litigated Claims Adjusters
- Upon proper completion of this Attachment all "Non-Responsive" fields will turn green and the "Total Points Achieved" will be displayed.
- Vendor can confirm their Tier in the "Tier Eligibility" field, located above the "Total Points Achieved" field.
- In order to meet Citizens operational needs Vendors should consider a 1:10 ratio to reflect team adjusting in each group (i.e. 1 Team Lead per every 10 adjusters).

Vendor Business Name	
Tier Eligibility*	NON-RESPONSIVE
Total Points Achieved*	NON-RESPONSIVE

PART A - OFFICE SPACE

Office Space provided as detailed within the RFP?	
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PART B - COMMITTED ADJUSTERS

Group	Committed Adjusters	Points Achieved
Non-Litigated Claims Adjusters		NON-RESPONSIVE
Litigated Claims Adjusters		NON-RESPONSIVE
Fast Track Claims Adjusters		NON-RESPONSIVE
Total Number of Adjusters**		

Number of Adjusters	Non-Litigated Adjusters	Litigated Adjusters	Fast Track Adjusters
25 - 49		1 - 6	1 - 3
50 - 74		7 - 14	4 - 6
75 - 99		15 - 20	7 - 10
100 - 199	1 - 6		
200 - 299	7 - 11		
300 - 399	12 - 20		
400 - 499	21 - 29		
500+	30		

*** Proposal will be rejected if Attachment Indicates "NON-RESPONSIVE"**

****Must Commit Minimum of 100 Non-Litigated Claims Adjusters**

**ATTACHMENT M
CERTIFICATION OF CRIMINAL HISTORY**

**RFP 14-0019
LITIGATED AND NON-LITIGATED
CLAIMS ADJUSTING SERVICES**

State of Florida
County of _____

Before me this day personally appeared _____, who being duly sworn, deposes and says that:

1. I have not been convicted of, or been found guilty of or pled guilty or nolo contendere (no contest), regardless of whether adjudication was withheld, to any adult felony; and
2. I have not been convicted of, or been found guilty of or pled guilty or nolo contendere (no contest), regardless of whether adjudication was withheld, to any adult Tier 1 Misdemeanor as that term is defined in Exhibit A; and
3. I have not, within the last twenty-four months, been convicted of, or been found guilty of or pled guilty or nolo contendere (no contest), regardless of whether adjudication was withheld, to any adult Tier 2 Misdemeanor as that term is defined in Exhibit A; and
4. I have not, more than once within the last five years, been convicted of, or been found guilty of or pled guilty or nolo contendere (no contest), regardless of whether adjudication was withheld, to an adult Tier 3 Misdemeanor as that term is defined in Exhibit A; and
5. I have not, more than twice within the last ten years, been convicted of, or been found guilty of or pled guilty or nolo contendere (no contest), regardless of whether adjudication was withheld, to an adult Tier 4 Misdemeanor as that term is defined in Exhibit A.

(signature)

(printed name)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2014, by _____, who is personally known to me, or who has produced the following form of Identification: _____.

Notary Signature: _____ (Seal)

Name of Notary: _____
(print, type, or stamp)

Exhibit A to Attachment M, Certification of Criminal History

Misdemeanor Offenses	Tier 1 Misdemeanor	Tier 2 Misdemeanor	Tier 3 Misdemeanor	Tier 4 Misdemeanor
Affray or Unlawful Assembly		X	X	X
Assault		X	X	X
Alcohol Possession by Person Under 21				X
Battery (Not Involving Domestic Violence)		X	X	X
Battery Involving Domestic Violence		X	X	X
Battery of or threatening a law enforcement officer or public official in the performance of his/her duties		X	X	X
Carrying a concealed weapon/firearm		X	X	X
Computer Crimes		X	X	X
Contributing to the Delinquency or Dependency of a Child	X			
Criminal Mischief or Vandalism		X	X	X
Cruelty to Animals		X	X	X
Dealing in Stolen Property valued at Less than \$300 Over the Internet		X	X	X
Discharging Firearm in Public		X	X	X
Driving or Boating Under the Influence		X	X	X
Driving While License Suspended or Revoked		X	X	X

Exhibit A to Attachment M, Certification of Criminal History

Misdemeanor Offenses	Tier 1 Misdemeanor	Tier 2 Misdemeanor	Tier 3 Misdemeanor	Tier 4 Misdemeanor
No Drivers License or Violation of License Restrictions		X	X	X
Disorderly Conduct, Disorderly Intoxication, Breach of Peace, Disruption of School Board Meeting				X
Failure to Pay Taxes		X	X	X
Failure to Control or Report Dangerous Fire		X	X	X
False Personation or Impersonation of Law Enforcement Officer	X			
False Reports to Law Enforcement/ False Fire Alarms	X			
Firearms or Weapons Offenses		X	X	X
Fireworks Possession or Discharge				X
Fish and Game (Hunting) Violations				X
Fraudulent Misrepresentation of Academic degree	X			
Gambling or Unlawful Betting			X	X
Indecent Exposure		X	X	X
Inhalation of harmful Chemical Substances to Induce Intoxication		X	X	X

Exhibit A to Attachment M, Certification of Criminal History

Misdemeanor Offenses	Tier 1 Misdemeanor	Tier 2 Misdemeanor	Tier 3 Misdemeanor	Tier 4 Misdemeanor
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	X			
Unnatural and Lascivious Acts, or	X			
Loitering or Prowling		X	X	X
Obstruction by Disguised Person		X	X	X
Perjury When Not in Official Proceeding	X			
Possession or Delivery of Under 20 Grams of Marijuana		X	X	X
Possession of Drug Paraphernalia		X	X	X
Prostitution Related Offenses		X	X	X
Pornographic Display of Material to Minors	X			
Prescription Drug Offenses		X	X	X
Reckless Driving or Reckless Operation of a Vessel		X	X	X
Resisting an Officer (or Arrest) Without Violence		X	X	X
Sale, importation, or distribution of controlled substances (drugs); or possession for sale, importation or distribution		X	X	X
Stalking	X			
Tampering With Motor Vehicles or Trailers		X	X	X

Exhibit A to Attachment M, Certification of Criminal History

Misdemeanor Offenses	Tier 1 Misdemeanor	Tier 2 Misdemeanor	Tier 3 Misdemeanor	Tier 4 Misdemeanor
Theft, Petit Theft, or Retail Theft/Shoplifting	X			
Trespass		X	X	X
Unlawful Interception or Reception of Law Enforcement Frequencies		X	X	X
Unlawful placing, throwing, or discharging a bomb		X	X	X
Unlawful Reception of Cable Services		X	X	X
Voyeurism	X			
Worthless Checks or Stopping Payment with Intent to Defraud of Less than \$150		X	X	X
**Any other misdemeanor offense that is not included on this list			X	X

**ATTACHMENT N
CORPORATE BACKGROUND AND EXPERIENCE FORM**

**RFP 14-0019
NON-LITIGATED AND LITIGATED
CLAIMS ADJUSTING SERVICES**

Vendors **shall submit** Section I of **Attachment N**, in Tab B of their response. Vendors **shall submit** their answers to the questions contained in Section II in TAB B of their response. Each answer in Section II should not exceed more than three pages in length.

Section I – Corporate Background

GENERAL INFORMATION	
1.	Name of Business:
2.	Date Business established:
3.	Ownership (corporation, partnership, etc.):
4.	Length of time (in years) your company has existed under this name:
5.	List any mergers, acquisitions and/or reorganizations that have occurred within the last five (5) years, or any that are planned within the next twelve (12) months (if applicable):
6.	Total Number of Employees. Provide the total number of Employees employed by your company, and the number that are full time and part time:
7.	Firm Principal(s). Provide a list of all Firm Principals and identify the percentages of ownership of each and provide an employment biography for each:
8.	Primary Point of Contact Information. Provide the name, title, phone number, and email address of the Respondent's primary point of contract for this solicitation:
9.	Company website address:

**ATTACHMENT N
CORPORATE BACKGROUND AND EXPERIENCE FORM**

**RFP 14-0019
NON-LITIGATED AND LITIGATED
CLAIMS ADJUSTING SERVICES**

FINANCIAL INTEREST	
10.	List of names known to the Vendor of any Citizens employees having a direct or indirect financial interest in the Vendor's company. An indirect financial interest means a financial interest in the Vendor's / Supplier's company is a member of a Citizens employee's immediate family.
CORPORATE CHANGE (Note: Citizens reserves the right and sole discretion to disqualify a Vendor from consideration that is involved in a corporate change that conflicts with Citizens' interests, or fails to disclose such a change during the solicitation process.)	
11.	Is Vendor involved or undergoing a sale, purchase, merger, or other related acquisition ("Change") that will in any way alter the Vendor's legal entity, name, structure, financial status or business operations? If so, answer a) and b) below.
a)	Disclose all current entities involved in the Change, when the Change is anticipated to take place, and any information related to the Change that may affect the Proposal.
b)	Identify whether the Change will alter, modify or otherwise affect the Vendor's Proposal.

**ATTACHMENT N
CORPORATE BACKGROUND AND EXPERIENCE FORM**

**RFP 14-0019
NON-LITIGATED AND LITIGATED
CLAIMS ADJUSTING SERVICES**

Section II – Corporate Experience

Vendors **shall submit** the answers to Section II of this **Attachment N** in TAB B of their response, answering all questions in narrative format. Each answer should not exceed more than three pages in length. The answers provided by Vendors will be evaluated as described in Section 3.8, Scoring Guidelines and Methodology of the RFP, the maximum weighted values are indicated below.

QUESTION		POINTS
1.	Provide the length of time (in years) Vendor has provided property and casualty adjusting services as specified in this solicitation. Note: As stated in Section 2.3 of the RFP, Vendors must have a minimum of seven (7) years of experience providing property and casualty insurance adjusting services to be eligible for award.	Pass/Fail
2.	Describe: a) Vendor's organizational structure (In addition to the narrative, you may also provide a diagram of your organization structure.) b) Outline the roles and responsibilities of applicable staff engaged in Claims Management. Include a job description for each role and identify how these roles will support Citizen's business operation.	2
3.	Describe your organization's relevant experience in providing property adjusting services as specified in this solicitation. Particularly, Respondents should identify the volume of claims handled, the complexity of the claims and the operational workflows utilized.	2
4.	Describe your workflows related to operational processes and claims handling procedures as they relate to your organization's ability to implement and adapt to changes while continuing to effectively provide services to Citizens.	2
5.	Describe the claims file quality standards utilized by your organization. Include details related to processes and procedures used to address issues and cure defects.	2
6.	For the past seven (7) years, describe all insurance company clients your organization has provided services on behalf of, and for each identify the total number of claims adjusted per year (including, but not limited to cause of loss and severity). Respondents should use a spreadsheet or table to provide this information.	2

**ATTACHMENT N
CORPORATE BACKGROUND AND EXPERIENCE FORM**

**RFP 14-0019
NON-LITIGATED AND LITIGATED
CLAIMS ADJUSTING SERVICES**

Section III – Relevant Citizens’ Experience (0 or 5 Points)

As applicable, Vendor should identify if they are currently a contracted Vendor with Citizens providing claims related services. If so, Vendor should provide the following information from Section III of this **Attachment N** in TAB B of their response, answering all questions. The answers provided by Vendors will be verified by Citizens, upon positive verification 5 points will be awarded for this section.

QUESTION	
1.	Provide the Citizens contract number(s).
2.	Identify the Business Unit(s) where the services are provided.
3.	Provide a description of the types of services provided under the contract(s).