



REQUEST FOR PROPOSAL (RFP) NO. 12-0004
FOR
AGENT OF RECORD/BROKER SERVICES FOR EMPLOYEE
BENEFITS

February 7, 2012

Refer ALL Inquiries to:

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ATTACHMENTS:

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

Attachment A – Price Sheet

Attachment B – 2012 Projected Annual Premiums

Attachment C – Litigation, Claims or Regulatory Action Form

Attachment D – Vendor Conflict of Interest Disclosure Form (*Form No.: 501b*)

Attachment E – FSBE, FBE & MBE Declaration Form

Attachment F – Vendor Contact Information

Attachment G – Citizens' Code of Ethics

MANDATORY SUBMISSION REQUIREMENTS CHECKLIST

In order to ensure that all required information is submitted, provided below is a checklist of **mandatory submission requirements** which the Vendor **shall submit** with their Response. Failure to meet these mandatory submission requirements and submit applicable information in your Response by proposal deadline will result in your Response being disqualified and no further evaluation will take place.

	REQUIREMENT	SECTION(S)
<input type="checkbox"/>	Bid submitted according to the deadline and to the correct location	Section 3.2, Submission of Response
<input type="checkbox"/>	One (1) original hardcopy Response and (3) three identical copies on or before Response deadline.	Section 3.2, Submission of Response

ADDITIONAL SUBMISSION DOCUMENTS CHECKLIST

Provided below is a checklist of additional submission documents that also apply to this solicitation.

REQUIREMENT	ATTACHMENT / SECTION(S)
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<input type="checkbox"/>	One copy of the Response on CD.	Section 3.2, Submission of Response
<input type="checkbox"/>	One (1) redacted copy of Response on CD (if applicable)	Section 3.2, Submission of Response
<input type="checkbox"/>	Attachment A, Price Sheet	Section 3.3.1, Pricing
<input type="checkbox"/>	Attachment C, Litigation, Claims or Regulatory Action Form	Section 3.3.2 Business/Corporate Qualifications
<input type="checkbox"/>	Attachment D, Vendor Conflict of Interest Disclosure Form	Section 3.3.2 Business/Corporate Qualifications
<input type="checkbox"/>	Attachment E, FSBE, FBE & MBE Declaration Form- If applicable	Section 3.3.2 Business/Corporate Qualifications
<input type="checkbox"/>	Attachment F, Vendor Contact Information	Section 3.3.2 Business/Corporate Qualifications
INFORMATIONAL DOCUMENTATION		
Provided below is document that also applies to this solicitation. Each Vendor is asked to carefully review this document prior to submission of a Response.		
<input type="checkbox"/>	Attachment G, Citizens Code of Ethics	

SPECIAL NOTE(S):

The below conditions pertain to this competitive solicitation and are important for each Vendor to read and understand. It is the Vendor's responsibility to review and submit all requested forms and information with their Response in accordance with all language specified in this solicitation.

Mandatory Requirement: When an item is identified in this solicitation as “**shall submit**” such item is a mandatory component of the Vendor's Response. Failure to provide the specified document or information identified as “**shall submit**” in your Response will result in rejection of the Response.

SECTION 1 INTRODUCTORY MATERIALS

- 1.1 STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking proposals from all interested business firms, corporations, partnerships, or individuals qualified to provide agent of record/broker and consulting services as described below and in Section 2.3 and 2.4 for its various employee benefit programs. It is Citizens intent to enter into a multi-year relationship with the Awarded Vendor, receiving best practices at a reduced cost, for all of the services listed in Section 2, Scope of Services. All Vendors should familiarize themselves with all requirements of this solicitation before submitting a Proposal.

Services shall include, but not be limited to:

1.1.1 Competitive Solicitation Services for Benefits Placement:

- Review, analysis, recommendation, and placement of all Employees Benefit Programs
- Request and negotiate annual employee benefit renewals according to each contract term

1.1.2 Communication Services:

- Prepare employee total rewards statements
- Provide wellness newsletter and messaging
- Develop and print annual enrollment guides
- Provide newsletters and email notifications
- Participate in open enrollment meetings
- Participate in lunch and learns
- Provide E-seminars

1.1.3 Financial and Strategic Consulting Services for Employee Benefits:

- Review insurance contracts for accuracy
- Provide underwriting and actuarial analysis
- Provide alternative funding analysis
- Provide strategy development and annual planning
- Provide cost forecasting and modeling
- Provide employee contribution strategies
- Provide a service calendar
- Provide monthly tracking of claims
- Provide large claim tracking
- Provide annual renewal and budget projections
- Provide employee contribution scenario modeling
- Review and validate renewal calculations, trends, and pricing alternatives

- 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) Florida Statutes and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors comprised of eight (8) members 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 CONTRACT TERM:** Citizens anticipates having a contract in place by June 1, 2012. This agreement shall take effect when executed by all parties and shall continue for a period of two (2) years, and at Citizens' discretion, have two (2), one (1)-year renewal terms.

- 1.4 CALENDAR OF EVENTS:** Listed below are this solicitation's important events and the corresponding dates and times. 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:
February 7, 2012		Solicitation Released
February 13, 2012	5:30 PM EST	Questions Deadline: Deadline for submission (as specified in Section 3.1)
February 20, 2012		Answers Posted: Answers to Questions posted on Citizens' website.
February 27, 2012	2:00 PM EST	Response Deadline: Deadline for all Responses to be submitted to Citizens.
PRESENTATIONS		
April 4, 2012		Anticipated Date for Presentations to Begin
April 5, 2012		Anticipated Date for Presentations to be Completed

- 1.5 PROCUREMENT OFFICER CONTACT INFORMATION:** The Procurement Officer and point of contact for this solicitation is:

Christina Hennekes, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8405
E-Mail: citizens.purchasing@citizensfla.com

- 1.6 NO CONTACT OR LOBBYING:** Vendors shall not contact, directly or indirectly, any employee, representative, or Board of Governors member for the purposes of influencing or attempting to influence an award or other final decision. A Vendor may, as an exception to this prohibition, contact the named Procurement Officer or their designee. The provisions of this section shall begin the date this solicitation is released and continue until the earlier of: the Board rendering an award for this solicitation, or the rejection of all Responses. Any contact prohibited by this section may disqualify a Vendor from further consideration.

SECTION 2 SCOPE OF SERVICES

2.1 PROJECT BACKGROUND: Citizens currently has approximately 1,200 full and part time employees. Citizens' employees and their eligible dependents are enrolled in one (1) or more Citizens sponsored benefit plans. The Awarded Vendor will be designated as the agent of record, for Citizens' Employee Benefits Program and will assume all duties, all in-force contracts, and perform all services beginning June 2012. The Awarded Vendor will be paid for the remainder of the calendar year of 2012 according to the 2012 current set commission levels. See Attachment B, 2012 Projected Annual Premiums for current commission levels.

Citizens Employee Benefits Program is comprised of the following benefits, however, Citizens reserves the right to add or remove benefits at any time during the contract term.

- One (1) Preferred Provider Organization (PPO) Insurance Plan
- Two (2) Health Maintenance Organization (HMO) Medical Insurance Plans
- One (1) PPO Dental Insurance Plan
- One (1) Vision Insurance Plan
- Basic Life/Voluntary Life and Accidental Death and Dismemberment (AD&D) Term Insurance Plan
- Short Term Disability Insurance Plan
- Long Term Disability Insurance Plan
- Voluntary Supplemental Life Insurance Plan for Spouse and Dependents
- Business Travel Accident Insurance Plan
- Flexible Spending Account Plan
- Employee Assistance Program
- Worksite Voluntary Insurance Products Plan

2.2 DEFINITIONS:

- Account Manager – the Vendor's representative who is responsible for administering and providing the daily functions of the contract for the Vendor.
- Annual Benefit Plan Highlights Booklet – a booklet highlighting Citizens' Employee Benefit Program summaries, eligibility requirements, and technical terms.
- Annual Stewardship Report – a report that accounts for all activities, undertaken as steward of a given area or process, related to strategies to achieve stated goals. Measures of performance are included and linked to plans that express the desired goals. The review should include, but not be limited to, an annual strategy based on Citizens needs, a year end review, annual compliance review, renewal strategy, market review, and vendor analysis.
- Awarded Vendor – the Vendor that is awarded a contract for the services included in this solicitation.
- Employee Benefits Program(s) – any employee insurance plans, flexible spending accounts or other benefits Citizens' employees are currently being offered by Citizens and those benefits Vendor will be providing broker/ consulting services for this solicitation.
- EAP – abbreviation for Employee Assistance Program.
- FSA – abbreviation for Flexible Spending Accounts.
- Full Time Employee – those employees that are considered permanent employees and who

work twenty hours or more a week for Citizens.

- HRA – abbreviation for Health Reimbursement Account.
- Provider – a company capable of providing one or more of the Citizens-sponsored benefit plans.
- Response – all materials submitted by the Vendor pursuant to the solicitation instructions. Depending on the type of solicitation, these materials may also be referred to as the “bid” or the “proposal”.
- Shall Submit – an item identified in the solicitation that is a mandatory response requirement. Failure to provide the specified document or information in the Vendor’s Response at time of receipt will result in rejection of the Response.
- Total Reward Statement – provides Citizens’ employees with a personalized document that communicates the overall value of their financial rewards such as base pay, incentives and employee benefits. Total Reward Statements can also be used to reinforce the communication of less tangible benefits such as work/life programs, learning and development and flexible work arrangements.
- Vendor – an entity that responds to this solicitation.
- Worksite Voluntary Products Insurance – critical illness and whole life insurance products.

2.3 GENERAL SCOPE OF SERVICES: The Awarded Vendor will serve as the designated Agent of Record/Broker for Citizens Employee Benefits Program which may include, but not be limited to the following services:

2.3.1 Financial and Strategic Consulting Services:

- A) Analyze claim experience and financial development for all insurance coverage related to the Employee Benefits Program.
- B) Prepare professional quality annual reports, as requested by Citizens, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit enhancements.
- C) Provide an Annual Stewardship Report including, but not limited to, annual strategy based on Citizens needs, a year end review, annual compliance review, renewal strategy, market review, and vendor analysis.
- D) Provide monthly tracking of Citizens’ medical, pharmacy, dental, and vision claims.
- E) Meet with Citizens quarterly to review and monitor Employee Benefits Program performance.
- F) In accordance with parameters and criteria established by Citizens, make recommendations regarding various benefit and insurance plans, insurance carriers, health maintenance organizations, administrators and benefit service Providers.
- G) Review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements (This does not entail a legal review).
- H) Assist Citizens with budget projections on future costs of the Employee Benefit Programs.
- I) Review contracts with Providers for accuracy in rates, benefits, eligibility, and coverage definitions and assist Contract Manager in the review of all contracts with Citizens’ Legal Department.
- J) Assist with claims and billing issues as requested.

- K) Assist with the implementation/transitioning of carriers and administrators in the Employee Benefits program.

2.3.2 Communication Services:

- A) Provide open enrollment support, including, but not limited to, developing a timeline, assisting with the development of open enrollment materials; and coordinating and participating in open enrollment meetings as reasonably requested.
- B) Assist in the development of Total Reward Statements as needed and develop benefit highlight guides annually for open enrollment.
- C) Assist and participate in quarterly lunch and learns.
- D) Alert Citizens of legislative mandates, regulatory issues, policies and procedure recommendations pertaining to human resource or employee related benefits and review, and assist with compliance thereof.
- E) Provide E-seminars or email notifications to keep Citizens apprised of upcoming compliance of state and federal regulatory issues pertaining to human resources and employee related benefits.

2.4 COMPETITIVE SOLICITATION SERVICES FOR BENEFITS PLACEMENT: The Awarded Vendor will assist Citizens in procuring employee benefits. The scope of assistance will be determined by Citizens, but will likely include all portions of a competitive solicitation process. All procurements must be completed in accordance with Citizens Purchasing Policy which is located at: <https://www.citizensfla.com/about/purchasing-policies.cfm> . This process includes preparing for and attending public meetings in accordance with Florida's Sunshine Laws.

2.4.1 Solicitation Development and Process:

- A) Assist in the drafting and development of solicitation criteria, requirements, and documents. This includes providing feedback, written clarification and proposed modifications to solicitation documents and internal justification documents.
- B) Assist in drafting written answers to questions that arise during the solicitation process.
- C) Prepare for and attend all solicitation meetings, including preliminary bidder meetings, internal team meetings, solicitation openings, and evaluation committee meetings.
- D) Assist in the development of the price sheets and evaluation scoring criteria.
- E) Attend team meetings, Provider conferences and solicitation openings and evaluator meetings.
- F) Provide Citizens with a written evaluation synopsis of each Response received that shall include the followings: identification of all proposed costs, discussion on the Provider's proposed approach, discussion of the Provider's overall responsiveness, and discussion of the technical merit of each Response.
- G) Provide weekly written status updates on activities related to an assigned task.

2.4.2 Formal Contract Negotiation:

- A) Assist Citizens in negotiations with the selected Providers.
- B) Provide Citizens with timely updates for all negotiation meetings and discussions.
- C) Review evidences of coverage (EOC) for accuracy. Make recommendations regarding proposed changes, modifications and/or benefit enhancements, and negotiate changes with carriers.

- D) Assist Citizens, including Citizens' Legal Department and Purchasing, with the review or preparation of any contract documents.
- E) Provide weekly written status updates on activities related to an assigned task.

2.4.3 Solicitation Project Management/Closeout:

- A) Assist with preparation or presentations and documents related to Board of Governors meetings.
- B) Work with Citizens and the awarded Provider and obtain a detailed project timeline.
- C) Provide weekly written status updates on activities related to an assigned task.
- D) Assist Citizens in any post-solicitation discussions with Providers that were not selected for an award and Providers that did not submit a Response to determine if there are any process improvements needed. The results of the discussion may be submitted to Citizens' Procurement Officer.
- E) Review evidences of coverage (EOC) for accuracy and make recommendations regarding, modifications and/or benefit enhancements.

SECTION 3
RESPONSE INSTRUCTIONS AND EVALUATION CRITERIA

- 3.1 QUESTIONS:** During the open question period, which ends on the date and time specified in Section 1.4, Calendar of Events, Vendors may submit written questions to the Procurement Officer related to this solicitation.

Citizens will post answers to the Questions on Citizens' website in accordance with the Calendar of Events so all questions and answers are available at the same time to all potential Vendors. Vendors should continue to monitor Citizens' website.

All solicitation documents and all addendums to the solicitation will be posted on Citizens' website. It is the Vendor's obligation to monitor Citizens' website to review addendums.

- 3.2 SUBMISSION OF RESPONSE:** The purpose of the Vendor's Response is to demonstrate their qualifications, competence and capacity to provide services in conformity with the requirements as outlined by this solicitation.

MANDATORY RESPONSE REQUIREMENT: Vendor's Response must be received at the below address on or before the date and time specified in Section 1.4, Calendar of Events or the Vendor's Response will be rejected as untimely.

Attn: Christina Hennekes, Procurement Officer
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303

Clearly identify what solicitation your Response is for on the front of your submittal as follows:
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

In the Response, the Vendor **shall submit**:

- One (1) original hardcopy Response and (3) three identical copies on or before Response deadline. Failure to provide the four (4) hardcopy Responses will disqualify your submission.

In the Response, each Vendor **should submit**:

- One (1) identical compact disk (CD) of the Response.
- One (1) identical electronic version of their Response on a compact disk (CD). This CD should be labeled "Redacted Response" and be void of any information the Vendor deems exempt from Florida's Public record law. Note: this is a non-mandatory submission requirement. This version of the Vendor's Response will be used for any Public Record Requests received after award of this solicitation. If no redacted copy is submitted, the Vendor's original Response will be considered approved for release in accordance with Citizens' public records process.

- 3.3 FORMAT AND CONTENTS:** This section prescribes the format in which the Responses are to be submitted. Any information deemed appropriate by the Vendor may be included, but is required to be placed within the pertinent sections.

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

- 3.3.1 Section 1 – Pricing (Maximum of 25 points): The Vendor should submit a completed copy of Attachment A, Price Sheet. Vendor should provide pricing for the initial term and renewal periods utilizing the 2012 Projected Annual Premiums provided in Attachment B. Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances. It is Citizens intent to enter into a multi-year relationship with the Awarded Vendor, receiving best practices at a reduced cost, for all of the services listed in Section 2, Scope of Services.

Vendor may submit pricing according to two (2) different pricing structures as indicated below. **Pricing should be inclusive of all the services and tasks outlined in Section 2, Scope of Services. Vendor must complete pricing for the initial term and renewal periods (4 years total for years 2013 through 2016).** Any travel related expenses Vendor may incur must be included in Vendor's pricing submission; Citizens will not pay for additional travel related costs. The Awarded Vendor will be paid for the remainder of the calendar year 2012 according to the 2012 current set commission levels.

The two (2) pricing structures are:

- A) Straight commission basis according to a percentage of premiums; **or**
- B) Fixed cost basis according to annual fees for services - List any clarifications or supplemental pricing information in Notes Tab Section A of Price Sheet.

Citizens encourages competitive pricing and cost savings; therefore, the Vendor with the lowest overall price will receive the maximum number of points for this section. The following formula will be used to evaluate Price:

The Vendor with the lowest proposed "Grand Total" price from all responsive Vendors on Attachment "A" will be awarded **25 points** and henceforth be known as Lowest Total Cost (LC). The remaining Vendor proposals will be scored using the following methodology: LC divided by the Proposal Cost (PC) being considered multiplied by the maximum points of 25 will equal the points awarded. *Formula: $LC / PC \times 25 = \text{Score}$.*

Additional Services: If Vendor provides any additional services that were not outlined in Section 2, Scope of Services, Vendor should provide this in the Notes Tab Section B of the Price Sheet. Vendor should indicate whether any of these additional services are included in the pricing structures above or include the pricing in this section for each additional service.

Citizens has also provided Attachment A, Price Sheet in excel format for Vendors to input their commission percentages or annual fees for services. Do not complete the Summary Page, these numbers will be inputted automatically once the worksheets for years 2013 through 2016 are completed by Vendor. The worksheet will automatically calculate annual totals and summarize the total for years 2013 to 2016. The Price Sheet has separate worksheets for each year that must be completed.

- 3.3.2 Section 2 – Business / Corporate Qualifications (Maximum of 15 points): The Vendor should provide in this section the following information:
- A) Attachment C, Litigation, Claims, or Regulatory Action Form.
 - B) Attachment D, Vendor Conflict of Interest Disclosure Form.
 - C) Attachment F, Vendor Contact Information.
 - D) Corporate Change: See Section 4.3, Corporate Change for further details, if applicable.
 - E) Vendor Experience and Background: Vendor should provide the following information about Vendor experience in order to establish the ability of the Vendor (and its

Subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided, the nature and relevance of similar work currently being performed or recently completed, competitive advantages over other vendors in the same industry, strength and stability as a business concern, and supportive client references. Information should be furnished for both the Vendor and any Subcontractors that may be used to, including but not limited to the following:

- 1) Length of time your organization has been in business providing agent of record /broker services for employee benefits as described in Section 2, Scope of Services.
 - 2) List of current clients and the services provided by Vendor. Current clients may be contacted by Citizens.
 - 3) List past mergers, acquisitions and reorganizations, if applicable.
 - 4) The Vendor should provide the qualifications and experience of Vendor's firm as related to projects of similar size, complexity and business that they have provided.
 - 5) Specify all changes to management structure or executive leadership over the last five (5) years. The Vendor should also include any additional literature and product brochures if applicable.
 - 6) Number and location of offices, principal lines of business, number of employees by location, days/hours of operation and other pertinent data.
 - 7) For the past three (3) years, identify any accounts that your firm has provided similar employee benefit services for, as outlined in this solicitation and include the reason for the termination of your working relationship.
 - 8) If your organization is a subsidiary or division of a parent company, provide similar background information as requested above for the parent company and identify any other affiliated companies.
- F) Florida Small Business Enterprises (Maximum of 5 points): Citizens encourages participation by Florida Small Business Enterprises (FSBE) as defined in this section. Five (5) points will be awarded to each Vendor who qualifies as an FSBE and submits a notarized Attachment E, FSBE, FBE & MBE Declaration Form in this section.

3.3.3 Section 3 - Provision of Services (Maximum of 20 points): The Vendor should provide in this section the following information as it relates to employee benefits:

- A) Describe your most noteworthy qualifications as it pertains to employee benefits for providing the required services to Citizens. Specifically highlight those qualifications that distinguish you from your competitors.
- B) Describe your range of employee benefit consulting capabilities and experience in regard to strategy development, plan management, financial renewal negotiations, financial tracking analysis, and market review and wellness strategies.
- C) Describe your strategic approach to program development and cost management.
- D) Describe any routinely held seminars, focus groups, and/or webcasts you provide to your clients to update them on healthcare trends, industry updates, legislation, etc.
- E) Describe the technology resources you have available and how they would benefit Citizens. Explain how your firm prefers to communicate with clients.
- F) Describe and provide examples of published newsletters and other informative publications that are routinely provided to your clients. Provide examples of professional quality communication materials developed and prepared.

- G) Provide professional quality samples of any prepared reviews of healthcare industry topics that your company routinely provides to clients.
- H) List any governmental entities that your firm has provided employee benefits brokerage or consulting services for and describe the services.
- I) If you anticipate subcontracting any of the services requested in Section 2, Scope of Services provide proposed Subcontractor names and explain in detail the services they will provide. Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens.
- J) Provide and describe how Vendor will coordinate with internal staff, to develop, produce and coordinate the printing and distribution of benefits communication materials including one (1) Total Rewards Statement personalized for each Citizens' employee per year and one (1) Annual Benefit Highlights Booklet detailing insurance plans offered and eligibility requirements. Total Rewards Statements and Citizens' benefit highlights booklets are developed and printed annually for all benefit eligible employees (approximately 3,000 booklets).

3.3.4 Section 4 – Staffing and Project Organization (Maximum of 10 points): Vendor should provide in this section information that is relevant to the staff who would be assigned to service the Citizens' account, their projected levels of work, and their reporting relationships.

- A) Identify the key personnel Vendor would assign to this contract. Include a brief biography, including but not limited to, a description of their qualifications, professional designations, current job functions as it pertains to employee benefits, (including other accounts to which they are committed), proposed roles on account team, and office location(s).
- B) Designate a principal who would be ultimately responsible for managing the services with Citizens and an account manager who would provide day-to-day direction of the required work. Provide the principals' and Account Managers' name and contact information in this section.
- C) Provide an estimate of the number of hours to be devoted to this contract by each key personnel member. If more than two (2) people will be assigned then include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

3.3.5 Section 5 – Work Plan/Technical Approach (Maximum of 25 points): Vendor should provide information in this section that demonstrates that the Vendor understands Citizens' objectives and requirements, demonstrates the Vendor's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

- A) Describe succinctly how Vendor would accomplish the work and satisfy Citizens' objectives that are described in this solicitation. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- B) Attach as an appendix to your Response, a sample insurance renewal proposal Vendor has prepared for a client of the size and complexity of Citizens. Vendor may redact the client's identity and of any information deemed proprietary.
- C) List all the names of the insurance companies that underwrite 30% or more of your book of business as it pertains to employee benefits. Project whether you would approach the same markets on behalf of Citizens' account or source other markets.
- D) Identify which carriers, if any, consider your firm as a preferred agent, and include current designation with each carrier. For example: Blue Diamond, Platinum, Tier 1, etc.

- E) Submit a sample of an Annual Strategic Review your firm would provide to Citizens if awarded a contract. The review should include but not be limited to the following information: annual strategy based on Citizens' needs, a year end review, annual compliance review, renewal strategy, market review, and vendor analysis.
- F) Provide professional quality samples of any standard reports that the Vendor will provide to Citizens if awarded a contract and indicate the frequency that these reports will be sent to Citizens.

3.3.6 Section 6 – Exceptions to Citizens' Terms and Conditions:

- A) Citizens' terms and conditions are specified in this solicitation. If a Vendor seeks modification or removal of any terms or conditions of this solicitation, such request with Vendor's proposed language must be submitted in this section of your Response. Each proposed change must be submitted and marked as "proposed" or "required". A notation of "required" by the Vendor will denote that the Vendor requires the change in order to accept an award from Citizens.

If a Vendor does not submit any exceptions to Citizens' terms and conditions, then any disputes are deemed to be waived and Vendor is agreeing to all of Citizens' terms, conditions and requirements specified in the solicitation. Proposed or required changes may be rejected by Citizens without notice at any time during the evaluation process.

- B) If Vendor anticipates using their own service agreement, if awarded a contract for these services, Vendor should provide a copy of this in Section 6 of your Response.

Any information provided for Section 6 above, will not be evaluated and will only be used for informational purposes.

3.4 REVIEW AND EVALUATION PROCESS: Citizens will conduct a comprehensive review and evaluation of all Responses meeting the requirements of 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.

Only timely submitted Responses will be reviewed and evaluated by staff to determine if they comply with the required forms and documents and submission requirements listed in the solicitation. This will be a Pass / Fail review. Failure to meet any of these requirements may render a Response to be disqualified and no further evaluation will be performed.

- 3.4.1 The evaluation committee will assess the Vendors' Response. (The maximum scores for each section are shown in the table below).
- 3.4.2 The Vendors will be ranked according to their total scores from this evaluation.
- 3.4.3 The evaluation committee will determine which Vendor(s) will advance to the presentation phase. Vendor presentations will then be scored by the evaluation committee. The highest cumulative score (Response scores and presentation scores) will be totaled and Citizens will proceed with the highest scoring Vendor.

Review categories have been divided into multiple sections. The following reflects the Pass / Fail criteria and the maximum number of points that may be awarded by category:

PARAGRAPH NO.	EVALUATION CRITERIA	SECTION NO.	POINTS
3.2	Mandatory Submission Requirements	TOC	Pass/Fail
3.3.1	Pricing	1	25 Points
3.3.2	Litigation, Claims, Or Regulatory Action Form	2	Pass/Fail by Legal
3.3.2	Business/Corporate Qualifications	2	15 Points
3.3.2	FSBE	2	5 Points
3.3.3	Provision of Services	3	20 Points
3.3.4	Staffing and Project Organization	4	10 Points
3.3.5	Work Plan/Technical Approach	5	25 Points
3.3.6	Exceptions to Citizens' Terms and Conditions	7	Informational only
3.4.1	Total Points for Responses		100 Points
3.4.3	Total Points for Presentations (if Vendor is selected)		50 Points
3.4.3	Total Cumulative Points for Responses and Presentations		150 Points

Before award, Citizens reserves the right to seek clarifications and request any information deemed necessary for evaluation of Responses. Vendors may be requested to provide additional references and/or provide the opportunity for a site visit, etc. Citizens' reserves the right to require attendance by particular named representatives of the Vendor during this solicitation process. Any written summary of presentations or demonstrations should include a list of attendees, a copy of the agenda, and copies of any visuals or handouts. This additional information will become part of the Vendor's Response.

SECTION 4 SOLICITATION GENERAL CONDITIONS

4.1 ACCEPTANCE / REJECTION: Citizens reserves the right to accept or reject any or all Responses and to make the award to the Vendor(s) who, in the opinion of Citizens, will be in the best interest of and / or the most advantageous to Citizens. Citizens also reserves the right to reject the Responses of any Vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in Citizens' opinion, is not in a position to perform properly under this award. Citizens' reserves the right to inspect all facilities of Vendor(s) in order to make a determination as to the foregoing. Citizens' reserves the right to waive any irregularities and technicalities and may, at its discretion, request a Rebid.

4.2 APPEAL PROCESS: Appeals concerning Board action approving the procurement of commodities and / or services under this solicitation must be made in accordance with Section 25 of Citizens' Plan of Operation. The Board action will be final unless within twenty-one (21) calendar days from the Board's approval of the procurement of commodities and / or services under this solicitation, Vendor delivers by certified mail, a request for relief or redress to the Executive Director of Citizens. The appeal must be directed to the following address:

Citizens Property Insurance Corporation
Attn: Scott Wallace: President / CEO
2312 Killearn Center Blvd., Building A
Tallahassee, Florida 32309

Questions to the Procurement Officer do not constitute an appeal under Section 25 of the Plan of Operation. The submission of a Response to this solicitation constitutes an acknowledgement by the Vendor that Citizens is not a state agency for purposes of Chapter 287, Florida Statutes, and that the procurement policies and procedures adopted by Citizens pursuant to Section 7(A) (12) of its Plan of Operation prescribe the sole and exclusive remedy of an unsuccessful Vendor.

4.3 CORPORATE CHANGE: If Vendor is involved in 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, Vendor **shall submit** in the location specified in the solicitation, 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 your Response, Vendor should provide a statement that this section is "not applicable".

4.4 COSTS OF PREPARING SOLICITATION: Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including those for oral presentations, if applicable.

4.5 DISPOSAL OF SOLICITATIONS: All solicitations 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.

4.6 ELECTRONIC POSTING OF AWARD: Based on the evaluation Citizens will electronically post t the

Award on Citizens' website located at <http://www.citizensfla.com/about/purchasing-solicitations.cfm>. If the notice of award is delayed, in lieu of posting the notice of intended award the Procurement Officer will post a notice of the delay and a revised date for posting the notice of intended award.

- 4.7 MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission 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 by the solicitation documents.
- 4.8 MISREPRESENTATION:** All information provided and representations made by the Vendor are material and important and will be relied upon by Citizens in awarding the contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Response. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including renewal period.
- 4.9 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.
- 4.10 REJECTION OF RESPONSES:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments unless otherwise specified, as indicated in the competitive solicitation. Citizens, in its sole discretion, may reject any and all Response. Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions. Citizens, in its sole discretion, may reject any and all Responses.
- 4.11 TIE BREAKING PROCESS:** In the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria (listed in order of priority):
- All goods / services of the Vendor are manufactured / performed in Florida.
 - The Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
 - All goods / services of the Vendor are manufactured / performed in the United States; and
 - Certain foreign manufacturers with Employees in Florida, as designated in Section 287.092, Florida Statutes.

If none of the above criteria resolves the tie, Citizens shall conduct a coin toss to determine the recommended Vendor for award. The tied Vendors will be informed of the tie, and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The Director of Purchasing Services or designee will ensure at least one (1) witness is present during the coin toss and document the results.

- 4.12 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 CITIZENS STANDARD TERMS AND CONDITIONS

- 5.1 INVOICING AND PAYMENT:** Invoices shall contain the Contract number, purchase order number if applicable, and appropriate Vendor identification information. Citizens may require any other information from Vendor that Citizens deems necessary to verify any purchase order 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) calendar 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.
- 5.2 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.
- 5.3 GOVERNMENTAL RESTRICTIONS:** If Vendor believes that any governmental restrictions have been imposed that require alteration of the material, quality, price, workmanship or performance of the products or services offered under the Contract, Vendor shall immediately notify Citizens in writing, indicating the specific restriction. Citizens reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to Citizens.
- 5.4 CITIZENS' CODE OF ETHICS AND CONFLICT OF INTEREST DISCLOSURE FORM:** Vendor has read and agrees to comply with the applicable portions of Citizens' Code of Ethics, as currently in effect and amended in the future, and execute a Conflict of Interest Disclosure Form as specified by Citizens.
- 5.5 VENDOR'S RECORDS:** Vendor shall retain Vendor's Records for the longer of: (a) three (3) years after the expiration of the Contract or (b) the period required by the General Records Schedules maintained by Citizens' Record Retention Policy. Citizens' Record Retention Policy can be found at www.citizensfla.com/about/purchasing-policies.cfm.
- 5.6 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 to this Contract, upon reasonable written notice of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this section. 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.
- 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.
- 5.7 PUBLIC RECORDS:** Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Record Requests ("PRR"); therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Vendor must clearly label and mark each

page or section of information provided to Citizens in connection with this Contract that it considers Trade Secret, or otherwise confidential or exempt from Chapter 119, and s. 24(a), Art. I., State Const. ("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.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens' Record Custodian and forward the PRR to Citizens' Record Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the party responsible for coordinating the Response and production to the PRR. Vendor is not authorized to unilaterally respond to a PRR without express written direction from Citizens. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

- 5.8 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 services for Citizens under this Contract are properly licensed and are in compliance with all applicable laws governing their conduct.
- 5.9 CONVICTED VENDOR LIST:** Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Vendor shall immediately notify Citizens in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 5.10 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, 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 purchase orders. Within ninety (90) calendar days, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of work, at which time activity shall resume, or (b) validly terminate for Convenience the Contract or purchase order as specified in the Contract. Suspension of work shall not entitle Vendor to any additional compensation.
- 5.11 TERMINATION WITHOUT CAUSE:** By thirty (30) calendar 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 thirty (30) calendar 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 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.

- 5.12 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 ten (10) calendar 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.
- 5.13 DISPUTE RESOLUTION:** Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedures Act, Chapter 120 of the 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.
- 5.14 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 State courts sitting in Tallahassee, 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.
- 5.15 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.
- 5.16 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.
- 5.17 ENTIRE AGREEMENT:** 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 agreement and understanding of the parties with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof.
- 5.18 MODIFICATION OF TERMS:** The Contract may only be modified or amended upon mutual written agreement of Citizens and Vendor. No oral agreements or representations shall be valid or binding upon Citizens or Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Citizens. Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment. 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.
- 5.19 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.

- 5.20 EXECUTION IN COUNTERPARTS:** The 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.
- 5.21 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.
- 5.22 HEADINGS:** The sections and headings herein contained are for the purposes of identification only, and shall not be considered in construing this Contract.
- 5.23 ASSIGNMENT/SUBCONTRACTING:** Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens.
- 5.24 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.
- 5.25 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 Florida Public Record laws contained in Chapter 119, Florida Statutes, and may contain other proprietary or Trade Secret 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), Fla. Stat., and 15 U.S.C. §§6801 et seq., 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 use, disclose, communicate, possess, transmit, copy or reproduce any of Citizens' Confidential Information, and shall not permit any third parties or business entities to disclose, distribute or otherwise transmit Citizens' Confidential Information, in whole or in part, in any manner. 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: (a) is publicly available through no fault of Vendor; or (b) 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 insure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, and Subcontractors. The warranties of this provision shall survive the Contract.
- 5.26 INSPECTION AT VENDOR'S SITE:** Citizens reserves the right to inspect Vendor's site(s) or location(s), at any reasonable time with prior notice, to view Vendor's equipment, products, plant, facilities, and records, to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 5.27 NAME/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.
- 5.28 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 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 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 sections of this section with respect to any legal action are contingent upon Citizens giving Vendor (a) written notice of any action or threatened action, (b) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (c) 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.

5.29 INSURANCE: 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:

- a. Workers' Compensation with coverage for Vendor's Employees, regardless of the state of hire, in at least the minimum statutory limit required by the state of Florida, and Employers' Liability with a limit of \$1,000,000;
- b. 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;
- c. Commercial Automobile Liability with a combined single limit of not less than \$1,000,000 per accident;
- d. Excess Liability (i.e. Umbrella) with a minimum limit of \$4,000,000 in the aggregate; and
- e. Professional Liability (i.e. Errors & Omissions) with minimum limits of \$1,000,000 per occurrence (i.e. claim) and \$2,000,000 in the aggregate.

A Certificate of Insurance satisfactory to Citizens and evidencing the above coverage must be presented to Citizens prior to commencement of the Services. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Contract. All policies of insurance referenced above and herein will be primary. The Commercial General Liability, Commercial Automobile Liability, and Excess Liability policies will include Citizens as an additional insured. Vendor shall provide copies of its policies upon request by Citizens. All policies will include provisions wherein the insurers waive their respective rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money that may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Vendor.

ATTACHMENT A - PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits
SUMMARY

Do not complete this Summary Page. The Price Sheet has separate worksheets for each year that must be completed. The workbook will automatically calculate and summarize the combined totals once the worksheets for years 2013 through 2016 are completed by Vendor.

Vendor Name:

Structure 1; Straight Commission Basis			
Annual Commission Total for Year 1 (2013)	Annual Commission Total for Year 2 (2014)	Annual Commission Total for Year 3 (2015)	Annual Commission Total for Year 4 (2016)
\$0.00	\$ -	\$ -	\$ -

Total for 4 yrs Structure 1
\$ -

Structure 2: Fixed Cost Basis			
Annual Fee for Services Total for Year 1 (2013)	Annual Fee for Services Total for Year 2 (2014)	Annual Fee for Services Total for Year 3 (2015)	Annual Fee for Services Total for Year 4 (2016)
\$ -	\$ -	\$ -	\$ -

Total for 4 yrs. Structure 2
\$ -

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Year 1 (2013)

Vendor shall provide proposed pricing in the appropriate spaces of this form. Vendor shall base pricing on the 2012 projected annual premiums listed below. These figures should be used for informational and pricing purposes for the initial term and renewal terms. Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances. Pricing will be evaluated for the initial two (2) year term and the two (2) 1-year renewal options. (4 years total). Vendor may submit pricing according to two (2) different pricing structures as indicated below. Pricing should be inclusive of all the services and tasks outlined in Section 2, Scope of Services. Vendor must complete pricing for the initial term and renewal periods (4 years total for years 2013 through 2016). Any travel related expenses Vendor may incur must be included in Vendor's pricing submission; Citizens will not pay for additional travel related costs. The two (2) pricing structures are:

1) Straight Commission Basis: Vendor will be paid according to a percentage of premiums and should provide the annual commission percentages for each employee benefit listed below OR

2) Fixed Cost Basis: Vendor will be paid according to annual fees for services and should provide an Annual Fee that encompasses all the services and tasks outlined in Section 2, Scope of Services.

** If Vendor provides any additional services that were not outlined in Section 2, Scope of Services, Vendor should provide this in the Notes Tab Section B of this attachment. Vendor should indicate whether any of these additional services are included in the pricing structures below or include the pricing in this section for each additional service.

Vendor Name: _____

Structure 1: Straight Commission Basis				
Employee Benefit	2012 Annual Premium	2012 Current Commission Percentage	Commission % for 2013	Annual Commission Total for 2013
Medical Insurance	\$13,000,000	1.50%		\$0.00
Dental Insurance	\$771,550	2.30%		\$0.00
Basic Life and AD&D Insurance	\$146,000	10%		\$0.00
Supplemental Life Insurance	\$207,500	10%		\$0.00
Short Term Disability Insurance	\$60,808	10%		\$0.00
Long Term Disability Insurance	\$150,000	10%		\$0.00
Worksite Voluntary Products	\$41,098	33% 1 st year for Critical Illness, 45% 1 st year for Whole Life Products, 5% on renewals for Critical Illness and Whole Life Products		\$0.00
Vision Insurance	\$92,720	10%		\$0.00
FSA Administration	\$17,750	0%		\$0.00
Business Travel Accident Insurance	\$1,900	15%		\$0.00
EAP Administration	\$17,750	0%		\$0.00
Total Annual Commission for 2013				\$0.00

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Structure 2: Fixed Cost Basis	
Annual Fee for Services 2013	\$ -

A) Notes Section for Clarifications and Information for Option 2: Fixed Cost Basis

B) Notes Section for Clarifications and Information for Additional Services

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Year 2 (2014)

Vendor shall provide proposed pricing in the appropriate spaces of this form. Vendor shall base pricing on the 2012 projected annual premiums listed below. These figures should be used for informational and pricing purposes for the initial term and renewal terms. Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances. Pricing will be evaluated for the initial two (2) year term and the two (2) 1-year renewal options. (4 years total). Vendor may submit pricing according to two (2) different pricing structures as indicated below. Pricing should be inclusive of all the services and tasks outlined in Section 2, Scope of Services. Vendor must complete pricing for the initial term and renewal periods (4 years total for years 2013 through 2016). Any travel related expenses Vendor may incur must be included in Vendor's pricing submission; Citizens will not pay for additional travel related costs. The two (2) pricing structures are:

1) Straight Commission Basis: Vendor will be paid according to a percentage of premiums and should provide the annual commission percentages for each employee benefit listed below OR

2) Fixed Cost Basis: Vendor will be paid according to annual fees for services and should provide an Annual Fee that encompasses all the services and tasks outlined in Section 2, Scope of Services.

** If Vendor provides any additional services that were not outlined in Section 2, Scope of Services, Vendor should provide this in the Notes Tab Section B of this attachment. Vendor should indicate whether any of these additional services are included in the pricing structures below or include the pricing in this section for each additional service.

Vendor Name: _____

Structure 1: Straight Commission Basis				
Employee Benefit	2012 Annual Premium	2012 Current Commission Percentage	Commission % for 2014	Annual Commission Total for 2014
Medical Insurance	\$13,000,000	1.50%		\$0.00
Dental Insurance	\$771,550	2.30%		\$0.00
Basic Life and AD&D Insurance	\$146,000	10%		\$0.00
Supplemental Life Insurance	\$207,500	10%		\$0.00
Short Term Disability Insurance	\$60,808	10%		\$0.00
Long Term Disability Insurance	\$150,000	10%		\$0.00
Worksite Voluntary Products	\$41,098	33% 1 st year for Critical Illness, 45% 1 st year for Whole Life Products, 5% on renewals for Critical Illness and Whole Life Products		\$0.00
Vision Insurance	\$92,720	10%		\$0.00
FSA Administration	\$17,750	0%		\$0.00
Business Travel Accident Insurance	\$1,900	15%		\$0.00
EAP Administration	\$17,750	0%		\$0.00
Total Annual Commission for 2014				\$0.00

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Structure 2: Fixed Cost Basis	
Annual Fee for Services 2014	\$ -

A) Notes Section for Clarifications and Information for Option 2: Fixed Cost Basis

B) Notes Section for Clarifications and Information for Additional Services

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Year 3 (2015)

Vendor shall provide proposed pricing in the appropriate spaces of this form. Vendor shall base pricing on the 2012 projected annual premiums listed below. These figures should be used for informational and pricing purposes for the initial term and renewal terms. Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances. Pricing will be evaluated for the initial two (2) year term and the two (2) 1-year renewal options. (4 years total). Vendor may submit pricing according to two (2) different pricing structures as indicated below. Pricing should be inclusive of all the services and tasks outlined in Section 2, Scope of Services. Vendor must complete pricing for the initial term and renewal periods (4 years total for years 2013 through 2016). Any travel related expenses Vendor may incur must be included in Vendor's pricing submission; Citizens will not pay for additional travel related costs. The two (2) pricing structures are:

1) Straight Commission Basis: Vendor will be paid according to a percentage of premiums and should provide the annual commission percentages for each employee benefit listed below OR

2) Fixed Cost Basis: Vendor will be paid according to annual fees for services and should provide an Annual Fee that encompasses all the services and tasks outlined in Section 2, Scope of Services.

** If Vendor provides any additional services that were not outlined in Section 2, Scope of Services, Vendor should provide this in the Notes Tab Section B of this attachment. Vendor should indicate whether any of these additional services are included in the pricing structures below or include the pricing in this section for each additional service.

Vendor Name: _____

Structure 1: Straight Commission Basis				
Employee Benefit	2012 Annual Premium	2012 Current Commission Percentage	Commission % for 2015	Annual Commission Total for 2015
Medical Insurance	\$13,000,000	1.50%		
Dental Insurance	\$771,550	2.30%		\$0.00
Basic Life and AD&D Insurance	\$146,000	10%		\$0.00
Supplemental Life Insurance	\$207,500	10%		\$0.00
Short Term Disability Insurance	\$60,808	10%		\$0.00
Long Term Disability Insurance	\$150,000	10%		\$0.00
Worksite Voluntary Products	\$41,098	33% 1 st year for Critical Illness, 45% 1 st year for Whole Life Products, 5% on renewals for Critical Illness and Whole Life Products		\$0.00
Vision Insurance	\$92,720	10%		\$0.00
FSA Administration	\$17,750	0%		\$0.00
Business Travel Accident Insurance	\$1,900	15%		\$0.00
EAP Administration	\$17,750	0%		\$0.00
Total Annual Commission for 2015				\$ -

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Structure 2: Fixed Cost Basis	
Annual Fee for Services Year 2015	\$ -

A) Notes Section for Clarifications and Information for Option 2: Fixed Cost Basis

B) Notes Section for Clarifications and Infromation for Additional Services

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Year 4 (2016)

Vendor shall provide proposed pricing in the appropriate spaces of this form. Vendor shall base pricing on the 2012 projected annual premiums listed below. These figures should be used for informational and pricing purposes for the initial term and renewal terms. Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances. Pricing will be evaluated for the initial two (2) year term and the two (2) 1-year renewal options. (4 years total). Vendor may submit pricing according to two (2) different pricing structures as indicated below. Pricing should be inclusive of all the services and tasks outlined in Section 2, Scope of Services. Vendor must complete pricing for the initial term and renewal periods (4 years total for years 2013 through 2016). Any travel related expenses Vendor may incur must be included in Vendor's pricing submission; Citizens will not pay for additional travel related costs. The two (2) pricing structures are:

1) Straight Commission Basis: Vendor will be paid according to a percentage of premiums and should provide the annual commission percentages for each employee benefit listed below OR

2) Fixed Cost Basis: Vendor will be paid according to annual fees for services and should provide an Annual Fee that encompasses all the services and tasks outlined in Section 2, Scope of Services.

** If Vendor provides any additional services that were not outlined in Section 2, Scope of Services, Vendor should provide this in the Notes Tab Section B of this attachment. Vendor should indicate whether any of these additional services are included in the pricing structures below or include the pricing in this section for each additional service.

Vendor Name: _____

Structure 1: Straight Commission Basis				
Employee Benefit	2012 Annual Premium	2012 Current Commission Percentage	Commission % for 2016	Annual Commission Total for 2016
Medical Insurance	\$13,000,000	1.50%		\$0.00
Dental Insurance	\$771,550	2.30%		\$0.00
Basic Life and AD&D Insurance	\$146,000	10%		\$0.00
Supplemental Life Insurance	\$207,500	10%		\$0.00
Short Term Disability Insurance	\$60,808	10%		\$0.00
Long Term Disability Insurance	\$150,000	10%		\$0.00
Worksite Voluntary Products	\$41,098	33% 1 st year for Critical Illness, 45% 1 st year for Whole Life Products, 5% on renewals for Critical Illness and Whole Life Products		\$0.00
Vision Insurance	\$92,720	10%		\$0.00
FSA Administration	\$17,750	0%		\$0.00
Business Travel Accident Insurance	\$1,900	15%		\$0.00
EAP Administration	\$17,750	0%		\$0.00
Total Annual Commission for 2016				\$ -

ATTACHMENT A- PRICE SHEET
RFP No. 12-0004, Agent of Record/Broker Services for Employee Benefits

Structure 2: Fixed Cost Basis	
Annual Fee for Services 2016	\$ -

A) Notes Section for Clarifications and Information for Option 2: Fixed Cost Basis

B) Notes Section for Clarifications and Information for Additional Services

ATTACHMENT “B”

2012 PROJECTED ANNUAL PREMIUMS

Provided below is a list of the estimated premium amounts and the current commission percentages for the plan year of 2012. Vendor will be paid for the remainder of the calendar year 2012 at the current set 2012 commission levels. These figures should be used for informational and pricing purposes for the initial term and renewal terms (Years 2013 to 2016). Citizens does not guarantee any premium amounts. Premiums may be more or less depending on corporate needs and/or enrollment variances.

***2012 PREMIUMS REFLECT AMOUNTS EQUAL TO ONE (1) YEAR OF PREMIUMS FOR THE CONTRACT TERM INDICATED.**

Benefit Type	Current Commission %	* 2012 Premiums	Current Contract Terms
Medical Insurance	1.5%	\$13,000,000	January 1, 2012 – December 31, 2012
Dental Insurance	2.3%	\$ 771,550	January 1, 2012 – December 31, 2013
Basic Life and AD&D Insurance	10%	\$146,000	January 1, 2011 – December 31, 2013
Supplemental Life Insurance	10%	\$207,500	January 1, 2011 – December 31, 2013
Short Term Disability Insurance	10%	\$60,808	January 1, 2011 – December 31, 2013
Long Term Disability Insurance	10%	\$150,000	January 1, 2011 – December 31, 2013
Worksite Voluntary Products Insurance	33% 1 st Year for Critical Illness, 45% 1 st year for Whole Life Products, 5% on renewals for Critical Illness and Whole Life Products	\$41,098	February 11, 2011 – February 28, 2012
Vision Insurance	10%	\$92,720	January 1, 2011 – December 31, 2013
FSA Administration	0%	\$17,750	January 1, 2011 – December 31, 2013
Business Travel Accident Insurance	15%	\$1,900	January 1, 2011 – December 31, 2013
EAP Administration	0%	\$17,750	March 5, 2010 – March 3, 2013

ATTACHMENT C

LITIGATION, CLAIMS OR REGULATORY ACTION FORM

Indicate whether the Vendor has had any reportable Litigation, Claims, or Regulatory Action. Vendor shall provide detailed information relating to any circumstances and status including:

- Any action, suit, proceeding or investigation before or by any state or federal court, agency or other authority currently pending against the Vendor, subsidiary or affiliate, key personnel or control person that threatens the existence or current stability of the Vendor or its ability to provide any of the services;
- During the past five (5) years, any matter in which the Vendor, a subsidiary or affiliate of Vendor, any control person, or any key personnel: (a) has been convicted, plead guilty, or plead no contest to any felony, or to misdemeanor involving dishonesty, breach of trust, or financial impropriety; (b) has been fined, had a license revoked by, surrendered to or otherwise sanctioned by any regulatory agency; (c) has been fined, penalized, sanctioned, or subject to any other disciplinary action by any state or federal court, agency or other authority, self-regulatory organization, or professional organization, as a result of such person or entity's activities in the business of insurance, or other licensed profession; and
- During the last five (5) years, any litigation that Vendor, a subsidiary or affiliate of Vendor, any control person, or any key personnel has initiated against Citizens or has been initiated against you by Citizens.

LITIGATION, CLAIMS OR REGULATORY ACTION	
Does the Vendor have any Litigation, Claims, or Regulatory Action? Please mark the appropriate response.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details below <i>(attach additional pages if necessary)</i> : 	

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

CITIZENS PROPERTY INSURANCE CORPORATION
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM*

DISCLOSURE STATEMENT:

All VENDORS should be aware of CITIZENS' Code of Ethics, which prohibits CITIZENS employees and Board of Governors members from having certain relationships with persons or entities conducting (or proposing to conduct) business with CITIZENS and which prohibits the acceptance of gifts from VENDORS. The entire Code of Ethics may be viewed at www.citizensfla.com. The Code and its definitions are incorporated by reference into this Disclosure Form. If a VENDOR has a disclosable relationship, the VENDOR should disclose any Conflict of Interest or potential Conflict of Interest that may exist.

Conflicts of Interest (potential or actual) will be evaluated by the Director of Purchasing and General Services to determine the proper course of action. Failure to comply with the provisions established above may render the VENDOR ineligible to participate in CITIZENS' purchasing process.

CERTIFICATION:

I hereby certify that, except as disclosed below, to VENDOR'S knowledge, there is no conflict of interest involving the VENDOR named below that would violate the CITIZENS Code of Ethics, including that: VENDOR does not: (a) knowingly employ a CITIZENS employee or family member; (b) knowingly allow a CITIZENS employee or family member to own or have a material personal financial interest (directly or indirectly) in the VENDOR; or (c) knowingly engage in material personal business transaction with a CITIZENS employee or family member.

VENDOR INFORMATION:

VENDOR Name: _____

VENDOR Phone
Number: _____VENDOR Address: _____
_____Federal Identification
Number: _____State of Incorporation
or Domicile: _____

*This form is required for all contracts or individual purchases in the amount of \$25,000 or more.

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I HEREBY CERTIFY THAT THE VENDOR REFERENCED ABOVE HAS A POTENTIAL CONFLICT OF INTEREST with a CITIZENS employee or Board of Governors member.

☐ YES, the above statement is true.

☐ NO, the above statement is not true.

If "YES", please provide the following information:

LIST the name(s) of CITIZENS employee(s), or Board of Governor member(s), with whom there may be a conflict of interest:

PROVIDE A BRIEF DESCRIPTION of the nature of the potential conflict(s) of interest:

SIGNATURE:

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

Print the Name of the VENDOR'S Authorized Representative

Print the Position Title of the VENDOR'S Authorized Representative

VENDOR'S Authorized Representative's Signature

Date



ATTACHMENT E

FSBE, MBE & FBE DECLARATION FORM

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: _____

Print, type, or stamp name of Notary _____

(Citizens Staff will validate above criteria.)

February 7, 2012

ATTACHMENT “F”
VENDOR CONTACT INFORMATION

Enter required information in the appropriate space(s) below:

VENDORS PRIMARY POINT OF CONTACT	
Company Name:	
Primary Contact Name:	
Title:	
Address:	
Telephone:	
Cell:	
Fax:	
Email:	
ALTERNATE POINT OF CONTACT	
Alternate Contact Name:	
Title:	
Address:	
Telephone:	
Cell:	
Fax:	
Email:	
PROPOSED POINT OF CONTACT – CONTRACT PHASE (if awarded project)	
Primary Contact Name:	
Title:	
Address:	
Telephone:	
Cell:	
Fax:	
Email:	

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

Code of Ethics

Citizens Property Insurance Corporation





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.

Letter from the President



As a state-created insurer that serves the people of Florida, Citizens is obligated to conduct business in an honorable, ethical and legal manner. All employees of Citizens are expected to act with integrity at all times.

Every day, we face difficult decisions that may have a lasting impact on the public we serve. Sometimes the right choice – the *ethical* choice – is clear-cut and easy to see. But there are other times when the best choice is harder to recognize. In those situations, we turn to our core values and to our *Code of Ethics* (“Code”) for guidance.

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.

This *Code of Ethics* 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
- *Tell Citizens*, a confidential resource for reporting suspected ethics violations

At Citizens, we strive to create a culture of accountability, transparency and trust. Our behavior shapes our reputation. We are committed to continuing to conduct ourselves in a way that earns us the trust and respect of our policyholders, our business partners and all Floridians.





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.

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.

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



“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.

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 <i>or</i> Contributed to a food bank or homeless shelter
The delivered gift is <i>not</i> food or a perishable item	The gift either shall be: <ul style="list-style-type: none"> Returned to the giver at Citizens' cost <i>or</i> 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.



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



Refer to the [Employee Handbook](#) and the [Information Technology Resources Security and Use 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.

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*.





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