



REFER ALL INQUIRIES TO
SUMMER REEVES, PROCUREMENT OFFICER
(904) 559-3554
CITIZENS.PURCHASING@CITIZENSFLA.COM

**INVITATION TO NEGOTIATE (ITN) NO: 24-0001
FOR
PROPERTY LOSS ESTIMATING SOFTWARE**

POSTING DATE: January 10, 2024

REPLY SUBMISSION DEADLINE: 2:30 p.m. ET on February 20, 2024

I. WHAT IS THE OPPORTUNITY?

1.1 DESCRIPTION OF SERVICES REQUESTED: Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed replies (**Replies**) from firms (**Vendors**) capable of providing property loss estimation Software-as-a-Service for daily and catastrophe claims operations (**Software**). This Software is critical for Citizens to estimate the loss of a property claim successfully and accurately. The initial scope of services is outlined below and will be more fully explored during the negotiation phase of this ITN.

Citizens intends to award one (1) contract (**Contract**) to a Vendor for performance of all Services. Other Vendors may be awarded a contract on a contingent basis to ensure continuity of Services in the event Citizens is unable to execute a contract with the primary Vendor, is unable to reach a “go” decision during an implementation discovery period, or the primary Vendor is unable to perform or meet Citizens’ needs.

1.1.1. Citizens Background and Size. Citizens is a Florida government entity providing property and casualty insurance to homeowners in Florida who cannot obtain insurance in the private market. Citizens currently has the following business metrics:

- Policies in Force (PIF) in the past five (5) years:
2023: 1,334,620 (as of 10/31/2023)
2022: 1,145,811
2021: 759,305
2020: 542,739
2019: 442,203
2018: 427,397
- \$3.19 billion in Direct Written Premium in 2022;
- approximately 1,382 full-time employees, located primarily in Jacksonville and Tallahassee, Florida;
- annual number of claims filed in the past five (5) years:

| Year | Line of Business | Catastrophe | Non-Catastrophe | Total |
|------|------------------|-------------|-----------------|--------|
| | Residential | 17,624 | 34,206 | 51,830 |

| | | | | |
|------------------|-------------|--------|--------|---------|
| as of Q3 2023 | Commercial | 35 | 105 | 140 |
| 2022 | Residential | 65,495 | 40,248 | 105,743 |
| | Commercial | 380 | 83 | 463 |
| 2021 | Residential | 3,999 | 28,372 | 32,371 |
| | Commercial | 20 | 71 | 91 |
| 2020 | Residential | 10,485 | 22,968 | 33,453 |
| | Commercial | 158 | 89 | 247 |
| 2019 | Residential | 5,592 | 18,536 | 24,128 |
| | Commercial | 62 | 150 | 212 |
| 2018 | Residential | 11,820 | 19,130 | 30,950 |
| | Commercial | 181 | 138 | 319 |
| 2017 | Residential | 62,598 | 20,019 | 82,617 |
| | Commercial | 2,141 | 187 | 2,328 |

Additional information about Citizens is available on Citizens' website: <https://www.citizensfla.com>.

1.1.2. **Software Feature Descriptions.** Citizens expects the entity providing the Software (**Software Vendor**) to provide state-of-the-art property loss estimating Software with the following functionality necessary for Citizens to estimate the loss of a property claim successfully and accurately:

- a. **Claim Loss Estimation.** The Software should enable adjusters to gather information regarding a loss and apply accurate cost estimation for repair, replacement, or restoration of the damages using location specific pricing. The Software should include the ability to accurately draw floor plans and/or 3D models, create an inventory of contents, and other information gathering to provide the most accurate documentation related to the loss. In addition, the Software should include modern collaboration tools so that information can be gathered by the claimant or others, and estimates can be reviewed by Citizens' users.
- b. **Pricing Database.** The Software should have a dependable, accurate, and comprehensive pricing database for all components of the claim loss estimate. The pricing database should be Vendor-maintained, detailed, and include all building code requirements, elements, and materials approved for use throughout the state of Florida.
- c. **Estimate Lifecycle Management.** The Software should have the ability to manage the lifecycle of the claim estimation process, including the ability to assign to individuals or queues, identify the status of an estimate, history of the estimate, activities performed on the estimate, and any documentation related to the estimate.
- d. **Quality Assurance and Quality Control.** The Software should have robust quality assurance and quality control functionalities and tools that help Citizens ensure accuracy and consistency in developing claims loss estimates.
- e. **Search, Reporting, and Analytics.** The Software should have robust search, reporting and analytics functions available to all user personas. Critical features include access to industry standard out of the box reports as well as custom reports configured by or for Citizens. In addition, it's critical the software have an easy-to-use search feature to find active and closed claim estimate assignments based on specified parameters such as independent adjusting firm or types of loss.

- f. Customer Collaboration. The Software should have functions that support customer collaboration, including but not limited to, real time video scoping, submission of videos, submission of photos, submission of supporting documentation, walk-through inspection tools, and contents inventory.

Additional information regarding the desired functionality is provided in Attachment D, Functionality Workbook. Vendors must complete Attachment D indicating the availability of specific Features and Functionality within the proposed Software.

- 1.1.3. Ongoing Support Services. Citizens expects the Software Vendor to provide ongoing support services (e.g., training, maintenance, professional services, technical and customer support, etc.) throughout the term of the Contract. Citizens may also seek additional support services from the Implementation Vendor (if a separate entity).

- 1.1.4. Transition Assistance. The Software Vendor is expected to provide transition assistance services upon the Contract's conclusion to facilitate a smooth transition to a different platform. This includes exporting Citizens' data from the Software in a format specified by Citizens or agreed upon during the transition. The export format is expected to encompass all data and guarantee referential integrity across all data. Moreover, the services should include documenting exported data files, metadata, schema, field/table/view definitions, associations, dependencies, and other pertinent data that assists in migrating to a new platform. Additionally, the Software Vendor is expected to ensure availability for consultation with their data experts to address migration-related inquiries within the agreed transition period.

- 1.1.5. Implementation Services. The entity providing implementation services (**Implementation Vendor**) is expected to provide the following:

- a. an extensive "discovery phase," before design/build work begins, after which Citizens will decide on whether to move forward with the implementation (a "go" decision), or not (a "no go" decision);
- b. data migration, as applicable;
- c. design and build multiple system integrations (see Exhibit 1: Solution Context Diagram);
- d. initial Software configurations, as needed by Citizens;
- e. initial setup of Citizens staff including management, IT, and quality users (**Internal Users**) and independent adjusting firms and other contracted service providers (**External Users**) of the proposed Software; and,
- f. initial training of Citizens Internal Users and External Users.

- 1.1.6. Reply Options. Vendors responding to this ITN may:

- submit a Reply proposing to provide the Software (sections 1.1.2, 1.1.3, and 1.1.4) and the Implementation Services (section 1.1.5) **directly**; or,
- submit a Reply in which the Software Vendor will provide the Software (section 1.1.2), the Ongoing Support (section 1.1.3) and Transition Assistance (section 1.1.4), and a separate

Implementation Vendor provides the Implementation Services (section 1.1.5). Citizens will require both entities to pass a responsibility review as described in section 3.7 below.

A vendor may incorporate third-party products/services into its Reply so long as those products/services and relationships are clearly disclosed in Attachment C, Vendor Questionnaire (e.g., an authorized implementation partner may submit a Reply that includes authorized pricing for one or more third-party products).

1.1.7. Implementation Timeline. Citizens anticipates the discovery phase (see section 1.1.5) could begin as early as quarter 4 of 2024. Assuming a “go” decision at the end of discovery, Citizens anticipates implementation of the system could begin as early as quarter 1 2025. Citizens’ current contract for property loss estimation services expires February 28, 2025.

1.1.8. Anticipated Term of Contract. Citizens anticipates an initial five (5) year Software subscription, followed by one, three (3) year optional renewal then one, two (2) year optional renewal. The implementation services Contract is expected to commence January 2025. The term of each Contract will be further explored and finalized during negotiations.

1.2 SPECIFIC GOALS, QUESTIONS, AND FACTS: In accordance with Section 287.057(1)(c), Florida Statutes, Citizens provides the following information:

Specific Goals: The specific goal of this ITN is to identify and engage a Vendor to provide the best value to Citizens based on several factors, including (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this ITN.

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

- A. What specific Services are appropriate to achieve the goals of this ITN?
- B. What software, software capabilities, and/or functionalities are available to Citizens that meet or exceed the specifications and requirements of this ITN?
- C. Which Reply Option will best meet Citizens needs as outlined in this ITN?
- D. Which Vendor provides the greatest assurances of a smooth, timely, and cost-effective implementation, conversion, and migration to the proposed Software?
- E. Which Software provides the greatest flexibility for Citizens to adapt the Software for its business requirements without modifying the base code?
- F. Which Reply provides the greatest degree of scalability (i.e., growth and shrinkage) in the future, while meeting all current needs for Citizens?
- G. What service levels and performance guarantees can Vendors offer to provide greater accountability and ensure that Services are performed in a reliable, agreed upon manner?
- H. What additional value-added solutions, tools, software, and/or services can Vendors offer that are in the best interest of Citizens?
- I. What pricing model and contract terms are in the best interest of Citizens?
- J. How can Citizens maintain data ownership and usability, even after contract expiration/termination?

- K. What solutions, or options, do Vendors offer for field access and real-time generation of estimates?
- L. What options, solutions, or capabilities are available to Citizens that will ensure consistent access to closed claim files that were estimated with another software provider platform?
- M. Which Vendor ultimately provides the best value for Citizens?

Facts Being Sought: The facts being sought in this ITN are identified primarily in Attachment C, Vendor Questionnaire.

1.3 DEFINITIONS: In addition to other terms defined in this ITN, the following terms have the following meanings:

- A. **Catastrophe or Catastrophic Event** – means a natural or man-made event, occurring at any time, where Citizens receives or anticipates receiving no less than 500 claims.
- B. **Citizens** – means Citizens Property Insurance Corporation. Citizens is a Florida governmental entity whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Additional information about Citizens is available on Citizens’ website: <https://www.citizensfla.com>.
- C. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- D. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- E. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- F. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- G. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- H. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.

1.4 CALENDAR OF EVENTS: Listed below are important events, dates, and times relevant to this ITN. These events and dates are subject to change at Citizens’ sole discretion. It is each Vendor’s responsibility to comply with these timeframes and to monitor Citizens’ website for any changes.

| CALENDAR OF EVENTS | | |
|----------------------|-----------------------------------|---|
| EVENT | DUE DATE AND TIME | APPLICABLE INFORMATION AND LOCATION |
| ITN Released | January 10, 2024 | Posted to Citizens website at: https://www.citizensfla.com/solicitations |
| Pre-Reply Conference | January 18, 2024 10:00 a.m. ET | Public Meeting (telephonic) Telephone number: (904)-490-0703 Access Code: 748530794# <i>Vendor Attendance at this meeting is not mandatory</i> |
| Questions Due | January 24, 2024 2:00 p.m. ET | Submit via email: citizens.purchasing@citizensfla.com |

| | | |
|---|-----------------------------------|--|
| Answers Posted | February 5, 2024 | Posted to Citizens website at: https://www.citizensfla.com/solicitations |
| Replies Due | February 20, 2024 2:30 p.m. ET | See Section II. How Do I Reply below |
| Evaluation Committee Public Meeting to rank Replies | April 2, 2024 2:00 p.m. ET | Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 324032832# <i>Vendor Attendance at this meeting is not mandatory</i> |
| Vendor Negotiations | April 3 - July 17, 2024 | |
| Negotiation Team Public Meeting to Announce Intent to Award Contracts | July 18, 2024 2:00 p.m. ET | Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 559645916# <i>Vendor Attendance at this meeting is not mandatory</i> Posted to Citizens website at: https://www.citizensfla.com/solicitations |

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

- 1.5 NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Citizens Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.

II. HOW DO I REPLY?

- 2.1 REPLY SUBMISSION:** Replies must be received no later than the due date and time listed in the Calendar of Events. Failure to submit in a timely manner may result in a Reply being deemed non-responsive. Replies shall be submitted as provided below:

- A. Original Reply. Submit Replies via email addressed to citizens.purchasing@citizensfla.com with the subject line ITN No. 24-0001, Property Loss Estimating Software. Vendors who submit their Reply via email should expect to receive an acknowledgement message within one (1) business day. Vendors who do not receive such acknowledgement should immediately contact the Procurement Officer to confirm whether their Reply has been received. Citizens is not obligated to extend the Reply due date/time to allow for email transmission delays errors.

Please note that Citizens is unable to receive a Reply via email if the material is provided using compressed (e.g., .zip) or encrypted files, or if the total size of the email and attachments is 10 megabytes (MB) or greater. Vendors may divide their Reply submission into multiple emails, as needed to meet the file size requirements.

- B. Redacted Copy of Reply (if applicable). In addition to the email required in Section A. above, Vendor should submit a separate email with their Reply containing a **full** "Redacted"

version of their Reply (i.e., the original Reply in its entirety with the applicable sections redacted) in accordance with Section 3.3, below. This email should be labeled “**Redacted Reply**” and be void of any information Vendor deems exempt from Florida’s Public Records Laws. Along with the Redacted Reply, submit a redaction log providing a legal justification for each redaction (e.g., Trade Secret Protection).

2.2 REPLY CONTENTS: The purpose of Vendor’s Reply is to demonstrate its qualifications, competence, and capacity to provide the Services in accordance with the requirements of this ITN.

To be eligible for award, Vendors are to submit the following:

| VENDOR REPLY | |
|---|---|
| ITEM | DESCRIPTION |
| 1. Attachment A, Vendor Certification Form | These documents will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential contract award. These documents will <u>not</u> be used in the scoring of Replies. |
| 2. Financial Documents <i>(see Attachment B)</i> | |
| 3. Current IRS W-9 or W-8 Form <i>(see Attachment B)</i> | |
| 4. Attachment C, Vendor Questionnaire | These documents will provide Citizens with specific information about Vendor’s proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Replies. |
| 5. Attachment D, Functionality Workbook | |
| 6. Attachment E, Price Sheet | |

Vendors may also submit a short cover letter. Vendors should not include any other material with a Reply unless those materials are specifically referenced in one of the above attachments. Citizens will not be obligated to review or accept any extraneous materials.

III. WHAT ARE THE RULES?

3.1 QUESTIONS: Vendors may submit questions, requests for clarification, or requests for changes regarding the ITN via email. Questions must be received by the Procurement Officer by the date and time indicated in the Calendar of Events. Vendors are encouraged to reference the specific section or attachment to which the question pertains.

Questions submitted will not constitute a protest to the ITN or serve as a notice of intent to protest. Answers will constitute an amendment to the ITN only to the extent a substantive change is made.

3.2 CHANGES TO ITN: Citizens may make changes to this ITN by posting an amendment or addendum on Citizens’ website, which is located at <https://www.citizensfla.com/solicitations>. It is each Vendor’s obligation to monitor Citizens’ website to review amendments or addendums.

3.3 PUBLIC RECORDS: By participating in this ITN process and submitting a Reply, Vendor acknowledges the requirements of the Florida Public Record laws found in Chapter 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (Public Record Laws). All Replies and written communications regarding this ITN become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Replies are temporarily exempt from disclosure during the ITN process as provided*

in Section 119.071(1)(b), Florida Statutes.]

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

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

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

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

Citizens does not consider the total annual or monthly amount it could spend under the pricing submitted by a Vendor ("Total Spend") to be a Protected Record under Florida law. If the Total Spend is derived from more granular unit prices or formulas which Vendor considers to be a confidential trade secret, Vendor may protect those items from disclosure using the process described above. The parties acknowledge that (i) Citizens may disclose Total Spend in public meetings and documents and in response to public records requests, and (ii) the disclosure of Total Spend could, to some extent, allow for reverse-engineering and approximation of the Vendor's unit pricing and formulas.

3.4 INITIAL EVALUATION PROCESS: Replies will be provided to the evaluation committee members for independent review using a 0-10 scoring scale and the allocation of points indicated below. Prior to or concurrent with the evaluation committee member review, Citizens will review all Replies to determine whether the minimum qualifications and other requirements are met. Replies that do not comply will be disqualified from consideration. At any time before awarding a contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.

| ATTACHMENT | INITIAL EVALUATION CRITERIA | MAXIMUM POINTS |
|-------------------------|--|----------------|
| C, Vendor Questionnaire | Software Vendor Background and Experience | 15 |
| | Software Overview including Attachment D, Functionality Workbook | 35 |
| | Support Services from Software Vendor | 15 |

| | | |
|---------------------|---|------------|
| | Implementation Vendor Experience and Plan | 15 |
| D, Price Sheet | | 20 |
| Total Points | | 100 |

Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed price from all responsive Vendors for the initial term (years 1-5) will be awarded 20 points and henceforth be known as Lowest Total Price (LTP). Replies of other Vendors will be scored using the following formula: LTP divided by the Reply Price (RP) being considered times maximum points of 20.

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

Evaluation Committee Meeting. The average scores of the Evaluation Committee for the Vendor Questionnaire will be combined with the Pricing score to determine the initial ranking of Vendors. In a public meeting, the Evaluation Committee will review the scores and establish a competitive range of Replies reasonably susceptible for award. Vendors within that range may be advanced to the negotiation phase of this ITN. In a public meeting, evaluators may change their initial scores based on their discussions with other evaluation committee members.

3.5 NEGOTIATIONS PROCESS: The negotiations will proceed as follows:

- A. Citizens reserves the right to negotiate with Vendors sequentially or concurrently to determine the best value to Citizens. If the Negotiation Team negotiates sequentially, it may determine best value after negotiating with the highest ranked Vendor evaluated within the competitive range. If the best value determination is not made, the Negotiation Team can then move to another Vendor within the competitive range.
- B. Vendors advanced to negotiations may be required to provide additional information and attend meetings as deemed necessary for the proper evaluation of Replies, including:
 - i. comments/redlines to Attachment F, Citizens Terms and Conditions for Property Loss Estimating Software, and any other documents to be included in an awarded contract;
 - ii. demonstration, or proof of concept, of the proposed software during which Citizen reserves the right to require attendance by particular representatives of Vendor;
 - iii. response to a detailed technology questionnaire (e.g., infrastructure, integrations, user experience, etc.);
 - iv. performance measures and/or service level expectations;
 - v. a comprehensive implementation statement of work and transition plan (e.g., timeline and phases, resource plan, dependencies on Citizens resources, system acceptance process, change control process, training plan, etc.);
 - vi. references;
 - vii. access to a testing environment for Citizens to test end user and overall functionality;
 - viii. disaster recovery and business continuity plan; and
 - ix. other information, meetings, or documentation
- C. Vendors advanced to negotiations along with any partner, subcontractor, or other third-party that stores, accesses, or uses Citizens' data, may be required to submit a copy of their current Service Organization Controls (SOC) II Type 2 Report, ISO 270001 attestation, or alternative data security

certification for review by Citizens.

- D. Before award, Citizens reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. If necessary, Citizens will request revisions until it is satisfied that the contract model will serve Citizens' needs and is determined to provide the best value to Citizens.
- E. Citizens also reserves the right to contact references not provided by Vendor. The results of the reference checking may influence negotiations and best value determination.
- F. Citizens reserves the right to cease negotiations with any Vendor without notice, and Citizens may elect not to issue a written request for a Best and Final Offer (BAFO) to a Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request BAFO(s) to one or more of the Vendors with which the Negotiation Team has conducted negotiations. The BAFO will typically contain:
 - 1. a revised Scope of Services;
 - 2. all key business terms and conditions to be included in final contract; and,
 - 3. a final price offer.

If BAFOs are requested, the BAFOs will be delivered to the Negotiation Team for review and shall remain a firm offer(s) for ninety (90) calendar days, not permitted to be withdrawn by a Vendor. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to Citizens based upon the selection criteria set forth in Section 3.6 below.

- G. Citizens does not anticipate reopening negotiations after receiving the BAFOs but reserves the right to do so if it believes doing so will be in its best interests.
- H. Citizens reserves the right to utilize subject matter experts and other technical advisors to assist the Negotiation Team with reviewing the Replies. These persons will not be deemed to be members of the Negotiation Team.

3.6 SELECTION CRITERIA: The focus of the Negotiation Team will be on selecting the Vendor that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN, Vendors Reply, the Negotiation process, and how the Negotiation Team fits this information into the following selection criteria:

- A. The quality, design, approach, workmanship, prior relevant experience, and demonstrated ability of the Vendor to effectively provide the Services and/or meet the goals of this ITN;
- B. The Software's capabilities and functionalities;
- C. Overall cost and approach of implementation;
- D. The price and terms of payment for the Services;
- E. The reasonableness of the contractual terms, including service level agreements;
- F. Vendor's ability to track performance and quality assurance metrics; and
- G. Vendor's Disaster Recovery and Resiliency Plan.

The Negotiation Team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criterion may vary among Negotiation Team members. The Negotiation Team members will not be required to numerically score the Vendors; the team's recommendation for award (i.e., the intent to award) may be made based by a majority vote of the Negotiation Team members. The Negotiation Team shall not be bound by the scores of the evaluation committee in making this recommendation.

3.7 VENDOR RESPONSIBILITY REVIEW: In accordance with Section 287.057, Florida Statutes, a contract pursuant to this ITN can only be awarded to a “responsible vendor.” A responsible vendor means “a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.” Section 287.012(25), Florida Statutes. Citizens may determine Vendor responsibility either before or after a Reply is evaluated, provided that a final determination will be made before Citizens enters into a contract with awarded Vendor(s).

Citizens will determine Vendor responsibility based on (i) information provided in Vendor’s Reply; (ii) information obtained from independent research including information obtains from third parties or the internet; and (iii) any clarifications or supplemental material provided by Vendor at Citizens’ request. To this end, Citizens may request Vendor to provide recent financial information, disclose potential conflicts of interests, and disclose any history of legal actions (including license suspensions, criminal records, administrative complaints, etc.). Citizens may also require responsibility review of additional entities as determined appropriate by Citizens, such as a separate entity proposed by Vendor for implementation services.

3.8 CONTRACT TERMS AND CONDITIONS: Citizens’ anticipates negotiating contract terms and conditions using (i) the proposed contract Vendor submits in its Reply; (ii) **Attachment F, Citizens’ Terms and Conditions for Property Loss Estimating Software;** and (iii) terms and conditions agreed upon during negotiations.

Vendors are not required to submit proposed edits to Attachment F until the negotiation phase of this ITN. However, any questions concerning this process or particular contract provisions may be raised in either the Pre-Bid Conference, the open question period, or during the negotiation phase. Prior to entering a contract, Vendors will be required to maintain a current authorization to do business within the State of Florida, which will be verified on an annual basis through the [Department of State, Division of Corporations](#).

Vendors receiving an award under this ITN will be required to sign a final contract that includes terms and conditions negotiated in accordance with this Section. Vendor shall have no vested right to do business with or receive payment from Citizens until a contract is signed by all parties. Unless the contract specifically provides otherwise, the execution of a contract does not guarantee Vendor will receive any particular volume of business from Citizens. If a Contract cannot be reached with the intended awardee, or if a Contract is terminated for cause by Citizens or terminated without cause by a Vendor, Citizens reserves the right to enter into a Contract with the next-ranked eligible Vendor under this ITN. If Citizens fails to contract with the next-ranked eligible Vendor it may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing, terms and conditions is found.

3.9 PROTESTS: There are two conditions under which this ITN may be challenged:

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

notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within seventy-two (72) hours after Citizens posts notice of its decision or intended decision (excluding Saturdays, Sundays, and state holidays).

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

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within ten (10) calendar days after the date the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this ITN shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfb-e636-40ec-a9f5-34873d053bf7>.

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

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

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

- 3.10 COSTS OF PREPARING REPLIES AND FUTURE USE:** Citizens is not liable for any costs incurred by Vendor in replying to this ITN, including costs for materials, meetings and/or travel. Other than Vendor's intellectual property, all Replies become the property of Citizens. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.
- 3.11 WITHDRAWAL OF A REPLY:** All Replies submitted by Vendors will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Reply that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Reply may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Reply Due Date.
- 3.12 MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Reply if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Reply Due Date, to submit documents that were inadvertently omitted from a Reply or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Reply not submitted in the manner specified by this ITN.
- 3.13 NO MISREPRESENTATIONS:** All information provided, and representations made by Vendor relating to this ITN or contained in Vendor's Reply 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 Reply. A misrepresentation may be punishable under law. Furthermore, any misrepresentation may be immediate grounds for termination of the contract and bar Vendor from participating in future solicitations or other business opportunities with Citizens.