INVITATION TO NEGOTIATE NO. 18-0043
FOR
CLAIMS PAYMENT PLATFORM

REPLY DUE DATE: JANUARY 25, 2019

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

Michael Talbot, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8310
E-Mail: citizens.purchasing@citizensfla.com

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

The following checklist identifies the **mandatory** documents that must be included in a Reply. Failure to complete and provide any of these mandatory documents **shall result in disqualification** of the Vendor (as non-responsive).

<table>
<thead>
<tr>
<th>MANDATORY DOCUMENTS</th>
<th>SECTION</th>
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</thead>
<tbody>
<tr>
<td>☐ One (1) electronic version of the Reply on a compact disc (CD)</td>
<td>3.5. A.</td>
</tr>
<tr>
<td>☐ One (1) hardcopy of the Reply (identical to the electronic version)</td>
<td>3.5. B.</td>
</tr>
<tr>
<td>☐ One (1) redacted copy of Reply on CD (required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida’s Public Records Law)</td>
<td>3.5. C.</td>
</tr>
<tr>
<td>☐ Attachment D, Minimum Requirements Acknowledgement Form</td>
<td></td>
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<tr>
<td>☐ Attachment E, Responsible Vendor Review Form</td>
<td>3.6, Folder 1</td>
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<tr>
<td>☐ Attachment F, Vendor Conflict of Interest Disclosure Form</td>
<td></td>
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<tr>
<td>☐ Financial Documents (as requested in Attachment G)</td>
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<tr>
<td>☐ Attachment H, System Capabilities</td>
<td>3.6, Folder 2</td>
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<td>☐ Attachment I, Vendor Questionnaire</td>
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<td>☐ Attachment J, Technology Questionnaire</td>
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<tr>
<td>☐ Attachment K, Price Sheet</td>
<td>3.6, Folder 3</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NON-MANDATORY DOCUMENTS</th>
<th>SECTION</th>
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<tbody>
<tr>
<td>☐ Cover Letter</td>
<td></td>
</tr>
<tr>
<td>☐ Attachment A, Vendor Diversity Declaration Form</td>
<td>3.6, Folder 1</td>
</tr>
<tr>
<td>☐ Attachment B, Certification of Drug-Free Workplace Form</td>
<td></td>
</tr>
<tr>
<td>☐ Attachment C, Vendor Contact Information and Public Record Acknowledgement</td>
<td></td>
</tr>
</tbody>
</table>

*Citizens has recently activated a new self-service supplier registration system named Centerpoint. Vendors are highly encouraged to visit [https://www.citizensfla.com/vendors](https://www.citizensfla.com/vendors) and click the register button. The Centerpoint system allows vendors to enter registration information, Tax ID, W-9, etc.*
SECTION 1
INTRODUCTION

1.1 STATEMENT OF PURPOSE: This Invitation to Negotiate (ITN) is issued by Citizens Property Insurance Corporation (Citizens) to request competitive sealed replies (Replies) from firms (Vendors) capable of providing a Claims Payment Platform (System) for the issuance of electronic claims payments. This solicitation is intended to allow Citizens to explore, procure, and implement new electronic payment options.

Citizens seeks a convenient and customer friendly method of paying its policyholders electronically, not involving the printing of checks, including at minimum: (i) debit card and (ii) Automated Clearing House (ACH) technology, for the following claims payment types:

1) Additional Living Expense (ALE) payments to policyholders via vendor issued debit cards which can be issued or underwritten by Vendor’s preferred financial institution.

2) Additional Living Expense (ALE) payments to policyholders via ACH payment utilizing Citizens’ commercial bank; and

3) Claim related disbursements to policyholders and additional interests via ACH payments utilizing Citizens commercial bank.

The proposed System must allow Citizens to (i) perform multi-party ACH payments, and (ii) require multiple external approvals for some ACH payments (both in the event of a catastrophe and in usual operations). Replies to this solicitation must propose a solution for each of the three (3) claims payment types above and must include both an ACH and Debit Card claims payment platform for the payment of claims. Other electronic payment functionality may be included.

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 one or more Vendors 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. Through this solicitation, Citizens seeks to:

A. Realize the benefits of improvements and advancements in process and technology in support of developing customer-centric programs that enable policyholders to perform more tasks via self-service;

B. Gain efficiencies by changing current paper-based payment processes to speed up disbursements and settlements as part of a larger effort to innovate payments; and

C. Reduce check fraud by exploring solutions that will instantly document, record, and process transactions to prevent fraud and allow ease of review of any disputes.

Questions Being Explored: Vendors are not required to respond 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 and deliverables are appropriate to achieve the goals of this ITN?
B. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?

C. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?

D. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability?

E. What additional value propositions can Vendors offer that are in the best interest of Citizens?

F. What pricing models and levels are best suited for Citizens’ needs?

G. What contractual terms and conditions are customary and/or appropriate for Citizens’ needs?

H. Which Vendor ultimately provides the best value for Citizens?

Facts Being Sought: The facts being sought in this ITN are identified primarily identified in Attachments H, I, and J.

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

A. ACH – means automated clearing house; the process of moving funds electronically between bank accounts.

B. ALE – means additional living expense.

C. API – means application programming interface.


E. Contract – means the contract with a Vendor for Services that results from this ITN.

F. ITN – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.

G. NACHA – means the Electronic Payments Association (previously the National Automated Clearing House Association).

H. Procurement Officer – means the Citizens employee identified on the cover page of this ITN.

I. Reply – means materials submitted by Vendor pursuant to this ITN.

J. Services – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.

K. Vendor – means an entity responding to this ITN in pursuit of providing Services.

1.4 CITIZENS BACKGROUND: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6), Florida Statutes, and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens’ operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens’ website: https://www.citizensfla.com.
1.5 **DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. To this end, it is vital that such businesses participate in Citizens’ procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Replies to this ITN.

1.6 **TAXES:** Citizens is a governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employee wages.

1.7 **CONTRACT TERM:** The Contract term is anticipated to be five (5) years, with five (5) one-year optional renewal terms. The Contract term, and any renewal terms, may be negotiated during the course of this ITN. Under Florida law, renewals may not exceed three (3) years or the original term, whichever is greater.

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

1.9 **CALENDAR OF EVENTS:** Listed below are important events and dates relevant to this 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.

<table>
<thead>
<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>ACTIONS:</th>
</tr>
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<tbody>
<tr>
<td>December 19, 2018</td>
<td></td>
<td>ITN Released</td>
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<tr>
<td>January 7, 2019</td>
<td>11:00 AM ET</td>
<td>Pre-Bid Conference (Not Mandatory)</td>
</tr>
<tr>
<td>January 9, 2019</td>
<td>5:00 PM ET</td>
<td>Questions Due</td>
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<tr>
<td>January 18, 2019</td>
<td></td>
<td>Answers Posted</td>
</tr>
<tr>
<td>January 25, 2019</td>
<td>2:30 PM ET</td>
<td>Replies Due</td>
</tr>
<tr>
<td>February 19, 2019</td>
<td>2:00 PM ET</td>
<td>Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations</td>
</tr>
<tr>
<td>February 20 – March 18, 2019</td>
<td></td>
<td>Vendor Negotiations</td>
</tr>
<tr>
<td>February 25-28,</td>
<td></td>
<td>System Demonstrations</td>
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**CALENDAR OF EVENTS**

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>ACTIONS</th>
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<tbody>
<tr>
<td>2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>March 19, 2019</td>
<td>11:00 AM ET</td>
<td>Negotiation Team Public Meeting to Announce Intent to Award Contract(s)</td>
</tr>
</tbody>
</table>

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

Telephone number: (866) 574-0995  
Access Code: 722-570-262#

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).

A. **Pre-Bid Conference:** A telephonic Pre-Bid Conference will be held to provide Vendors with pertinent information, address questions and clarify any provisions in the ITN that may not be fully understood. Attendance at the Pre-Bid Conference is not mandatory.

B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the evaluation committee to (i) rank the Replies based on evaluation criteria set forth in Section 3, and (ii) establish the competitive range of Replies reasonably susceptible for award. Those Vendor(s) within the competitive range may be advanced to Negotiations. Attendance at this meeting is not mandatory.

Discussion between the evaluation committee and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the evaluation committee members and any Vendor during this public meeting.

C. **Negotiation Team Public Meeting:** Citizens will hold a telephonic public meeting to determine which Vendor(s) Citizens intends to award a Contract to. Attendance at this meeting is not mandatory.

Discussion between the negotiation team and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the negotiation team members and any Vendor during this public meeting.

Negotiations between Citizens and a Vendor are exempted from being held as public meetings by Section 286.0113(2), Florida Statutes. Furthermore, negotiation strategy meetings of Citizens negotiation team is exempted by Section 286.0113(2)(a), Florida Statutes.

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SECTION 2
SCOPE OF SERVICES

2.1 BACKGROUND: The Services being sought in this ITN are a component of Citizens’ key strategic initiative to enhance the customer experience. Citizens’ recent catastrophe response activities have highlighted additional opportunities for electronic claims payments, such as through debit, direct-to-card payments, or ACH (Automated Clearing House). Currently, Citizens provides only the option to mail a check for any returned premium or claim payment disbursements. Historically, the volume for payments in different areas are as follows:

A. Claims Payments
   a. Field Checks (Issued in Catastrophe Response Centers)*
      i. 2017 = 500
      ii. 2006-2016 = None
      iii. 2004/2005 = 1,700
   b. Claim Indemnity Payments
      i. 2017 = 92,000
   c. Claim Expense Payments
      i. 2017 = 210,500

*Field checks are issued by Citizens personnel following deployment to areas of the state most affected by a catastrophic weather event. These checks are primarily issued for ALE to affected policyholders. As such, the volume of payments issued varies from year to year based on the occurrence and severity of these events.

2.2 MINIMUM QUALIFICATIONS: The minimum qualifications for this ITN are represented in four attachments, as described below. Vendor must satisfy the minimum qualifications in order to be eligible for an award of a Contract under this ITN, subject to section 4.6 below:

   A. Through Attachment D, Minimum Requirements Acknowledgment Form, Vendor must certify that it meets certain minimum requirements relating to the ITN. Vendor must answer “Agree” to each of the minimum requirements listed in Attachment D.

   B. Through Attachment E, Responsible Vendor Review Form, Vendor must submit information to assist Citizens in determining whether Vendor is a “Responsible Vendor” as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a “Responsible Vendor” by Citizens’ Vendor Management Office using the information contained on Attachment E and other available information.

   C. Through Attachment F, Vendor Conflict of Interest Disclosure Form, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in Attachment F.

   D. Through Attachment G, Financial Review, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the services for the term of the Contract. Vendor must receive a PASS determination from Citizens’ Vendor Management Office, with the assistance of an
independent CPA, regarding Vendor’s financial stability, viability, and capacity as described in Attachment G.

2.3 DESCRIPTION OF SERVICES AND REQUIREMENTS: The functionality sought via this ITN for the Claim Payment Platform are outlined in Attachment H (System Capabilities). Vendors should review and complete Attachment H before completing Attachment I (Vendor Questionnaire). Citizens expects that the solution will integrate with Guidewire ClaimsCenter® and with Citizens commercial banking partner (currently Wells Fargo, subject to change during the course of any agreement resulting from this ITN). Citizens’ commercial banking partner will be utilized for settlement of ACH funds through a credit file. The debit card for ALE payments can be issued or underwritten by Vendor’s preferred financial institution. Any exceptions should be clearly identified in Vendor’s Reply.

In addition to Attachment H and Attachment I, the Vendor will be expected to deliver the following implementation and ongoing support:

I. Equipment and Software Delivery and Implementation Schedule
   • Vendor must provide a delivery and implementation/installation/acceptance testing schedule after contract signing.
   • Vendor shall provide complete installation of the software.
   • Implementation services include providing interfaces with multiple internal applications and other services as more particularly described in a mutually agreed upon implementation plan.
   • Vendor shall complete all required acceptance and integration testing to ensure proper performance.
   • Vendor shall provide training to cover all aspects of operation including end-user and supervisor functions.

II. Equipment and Software Documentation
   • Vendor shall provide both online and hard copy documentation (User Manuals) to Citizens.

III. Equipment Maintenance and Updates
   • Vendor (or a designated third party) shall have an ongoing obligation to perform customary maintenance on the System and to correct all newly identified or mutually agreed upon System Defects, at no additional cost to Citizens.
   • Customary maintenance should include, but is not limited to, software version upgrades, security patches, bug fixes, and parts replacements (to the extent parts are still under warranty).

IV. Hosting and Support Services
   • Vendor must also provide for the proper maintenance and operation of the proposed solution, the full scope of which may depend on the hosting model and will be subject to negotiations.
   • Vendor must provide software support, with a toll-free support line, and dedicated Webex (or equivalent) for remote diagnostics from 7AM to 6PM ET.

Vendors are encouraged to offer additional services and solutions in their Reply to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be the subject of negotiations.
2.4 **CONTRACTUAL TERMS AND CONDITIONS**: Citizens anticipates negotiating contractual terms and conditions that are substantially as set forth in Attachment L, Citizens’ Standard Terms and Conditions. Modifications may be proposed and negotiated to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Reply. 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 (http://www.sunbiz.org/).

2.5 **DATA SECURITY AND DISASTER RECOVERY**: During negotiations, Vendor may be expected to address the following requirements:

A. **Data Security**: Vendor must provide written descriptions and assurances regarding the security of the System and work with Citizens to develop a mutually agreed information technology security (IT) plan before the Contract is executed. The IT security review may include a review of Vendor’s SOC Report as well as PCI compliance documentation. If Vendor does not have a SOC Report, it will be required to detail the security controls it has in place, including data encryption protocol.

B. **Disaster Recovery/Business Continuity Plan**: Vendor may be requested to provide a copy of its current disaster recovery or business continuity plan as it relates to the Services. Updated disaster recovery or business continuity plans may be submitted by Vendor (or the third party providers) on an annual basis thereafter.

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SECTION 3
REPLY INSTRUCTIONS AND EVALUATION PROCESS

3.1 QUESTIONS: There is an open question period beginning upon release of the ITN and ending on the date and time specified in Section 1.9, Calendar of Events. Vendors may submit questions in writing to the Procurement Officer (see email address on the Cover Page). Citizens will post answers to the questions on Citizens’ website in accordance with the Calendar of Events so all questions and answers are made available at the same time to all Vendors. Answers will constitute an amendment to the ITN only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS ITN, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

Vendors are requested, but not required, to reference (1) the ITN Section or Attachment Name and (2) page number along with their question(s) for clarity and ease of reference.

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

3.3 PUBLIC RECORDS: By participating in this 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 (the “Public Record Laws”), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Replies and written communications regarding this ITN become public records upon receipt by Citizens and therefore are subject to public disclosure. [Note: Replies are temporarily exempt from disclosure during the competitive solicitation process as provided in Section 119.071(1)(b), Florida Statutes.]

If Vendor asserts that any portion of its Reply or written communication are 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 Record Laws, then Vendor...
shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

3.4 REPLY DUE DATE AND SUBMISSION: Replies must be received by the Procurement Officer at the physical address on the Cover Page on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this ITN on the front of its Reply as follows:

ITN No. 18-0043
CLAIMS PAYMENT PLATFORM

3.5 REPLY FORMAT: This section prescribes the format in which Replies are to be submitted. Any information deemed appropriate by Vendor may be included, but is required to be placed within the applicable folders. Mandatory requirements or documents are identified in the referenced sections of this solicitation by the specific term “shall submit” in bold type. Failure to provide or satisfy any of the mandatory documents or requirements will result in disqualification of the Vendor as non-responsive, subject to Section 4.6.

Citizens is under no obligation to look for responsive information contained in incorrect sections or that is not organized according to these instructions. All Replies must contain the folders outlined below.

It is Vendor’s responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what a Vendor’s capabilities are or what items/services it can provide, even if the Vendor has previously contracted with Citizens. Replies are evaluated solely on the information and materials provided in the Reply. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Replies.

Vendors must clearly identify any attempt to use the background, experience or qualifications of a parent company, a predecessor company or an affiliated company as part of its Reply. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Reply. If the other company’s information is considered necessary for the evaluation of a Reply, Citizens may require the other company to guarantee the performance or obligations of Vendor.

A. **Original CD Reply:** Vendor shall submit with their Reply one (1) CD original of their entire Reply.

B. **Additional Hardcopy Reply(s):** Vendor shall submit one (1) identical hardcopy of the original CD Reply. The hardcopy Reply(s) and original CD Reply will be used for review and evaluation purposes and should be identical in form and content.

C. **Redacted Copy of Reply:** In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Reply containing a full “Redacted” electronic version of their Reply in accordance with Section 3.3, above. This CD 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).

3.6 REPLY CONTENTS: The purpose of Vendor’s Reply is to demonstrate its qualifications,
competence and capacity to provide the Services in conformity with the requirements of this ITN. The Reply should be organized as follows:

- The CD should have separate folders that should be plainly titled as shown below.
  
  Forms  Pricing  Questionnaires

- Attachments should be plainly titled as shown below.
  
  Forms
  
  Attachment A.pdf
  Attachment B.pdf
  Attachment C.pdf

- Unless otherwise requested, all documents should be submitted in PDF format.
- Each folder should contain the documents as requested below.

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

1. Cover Letter / Executive Summary. Vendor may submit a cover letter or executive summary. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Reply. Citizens requests that the letter not exceed two (2) pages and not include specific pricing terms.

2. Attachment A, Vendor Diversity Declaration Form

3. Attachment B, Certification of Drug-Free Workplace Form

4. Attachment C, Vendor Contact Information Form and Public Record Acknowledgement

Also in Folder 1. Vendor shall submit the following:

1. Attachment D, Minimum Requirements Acknowledgement Form

2. Attachment E, Responsible Vendor Review Form

3. Attachment F, Vendor Conflict of Interest Disclosure Form

4. Financial Documents (as requested in Attachment G)

Folder 2. Questionnaires. In Folder 2, Vendor shall submit the following:

1. Attachment H, System Capabilities

2. Attachment I, Vendor Questionnaire

3. Attachment J, Technology Questionnaire

Folder 3. Pricing. In Folder 3, Vendor shall submit the following:

1. Attachment K, Price Sheet

3.7 EVALUATION PROCESS: Citizens will review all Replies to determine compliance with mandatory requirements. Replies that comply with mandatory requirements will be forwarded to the evaluation committee members for individual and independent review using the allocation of points indicated below. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.
<table>
<thead>
<tr>
<th>Attachment</th>
<th>Section/Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Questionnaire</strong></td>
<td>A. Corporate Qualifications and Experience</td>
<td>5</td>
</tr>
<tr>
<td>(Attachment I)</td>
<td>B. Proposed Solution</td>
<td>35</td>
</tr>
<tr>
<td>60 Points Maximum</td>
<td>C. Implementation Services</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>D. Maintenance and Support</td>
<td>15</td>
</tr>
<tr>
<td><strong>Technology Questionnaire</strong></td>
<td>A. General Questions</td>
<td>4</td>
</tr>
<tr>
<td>(Attachment J)</td>
<td>B. Integration</td>
<td>7</td>
</tr>
<tr>
<td>20 Points Maximum</td>
<td>C. Data Migration</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>D. Configuration/ Customization</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>E. Maintainability</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>F. Serviceability</td>
<td>2</td>
</tr>
<tr>
<td><strong>Price Sheet</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Attachment K)</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

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

3.8 **NEGOTIATIONS PROCESS:** The negotiations will proceed as follows:

A. Citizens reserves the right to negotiate with Vendor(s) 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 proceeding to negotiations may be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular representatives of Vendor. Any written summary of presentations or demonstrations provided by Vendor shall include a list of persons attending on behalf of Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of Vendor’s Reply. Failure to provide requested information may result in rejection of the Reply.
C. 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.

D. 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.

E. Citizens reserves the right to cease negotiations with any Vendor, and Citizens may not 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:

- A revised Scope of Services;
- All key business terms and conditions to be included in final contract; and
- 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 90 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 3.9 below.

F. 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.

G. 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.

3.9 SELECTION CRITERIA: The focus of the negotiation team will be on selecting the Vendor(s) that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN and 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 price and terms of payment for the Services;

C. The reasonableness of the contractual terms, including service level agreements.

D. Vendor’s ability to provide Services throughout the State of Florida in both a catastrophe and non-catastrophe environments;

E. Vendor’s ability to provide quality and timely Services to Citizens during the term of the Contract; and

F. Vendor’s ability to track performance and quality assurance metrics.

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 criteria 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.

3.10 **EXECUTION OF CONTRACT:** Vendors receiving an award under this ITN will be required to sign a final Contract with terms and conditions substantially as set forth within Attachment L, Citizens' Standard Terms and Conditions. See Section 2.4 above. Citizens’ expectation is that the terms and conditions within Attachment L will be closely adhered to. The final Contract will also include all of the terms and conditions agreed to during negotiations. *Any request to change contract terms in Attachment L should be submitted to the Procurement Officer during the open questions period for this ITN.* In the event of award, Vendor(s) are required to register on Centerpoint for purposes of invoicing and payment.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Furthermore, unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens.
SECTION 4
GENERAL CONDITIONS

4.1 **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, proposals, replies, awarding contracts, reserving rights for further negotiations, or modifying or amending any contract. A **notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens’ Clerk within 72 hours after Citizens posts notice of the applicable 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 **written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens’ Clerk within 72 hours after Citizens posts notice of its decision or intended decision (excluding Saturdays, Sundays and state holidays).**

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

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 calendar days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens’ Board of Governors Procedures: Procurement Protests (Section 4-5.00). 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/816d9bf-be636-40ec-a9f5-34873d053bf7.

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

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

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

4.2 **COSTS OF PREPARING REPLIES:** Citizens is not liable for any costs incurred by Vendor in replying to this ITN, including costs for materials, meetings and/or travel, if applicable.

4.3 **USE OF REPLIES:** Other than Vendor’s intellectual property, all Replies become the property of Citizens and will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.
4.4 ELECTRONIC POSTING OF ITN ADDENDA AND NOTICES: Citizens will electronically post all notices, ITN documents, amendments and addenda on Citizens’ website which is located at https://www.citizensfla.com/solicitations.

4.5 WITHDRAWAL OF A REPLY: All Replies submitted by Vendor, including a BAFO, 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.

4.6 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 the ITN.

4.7 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, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of the Contract and bar Vendor from participating in future solicitations or other business opportunities with Citizens.

4.8 NO CONFLICTS OF INTEREST: Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the Services required under this ITN.

4.9 ACCEPTANCE OF TERMS: Submission of a Reply constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this ITN, unless otherwise specified in the Reply.

4.10 SUBSEQUENT NEGOTIATIONS AND AWARDS: If a Contract cannot be reached with the intended awardee or if a Contract entered into pursuant to this ITN is terminated for cause by Citizens or terminated without cause during the proof of concept period described in Section 2.3, Citizens reserves the right to re-procure substitute contractual services through negotiations 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.

4.11 ENTIRE SOLICITATION: This ITN shall constitute the entire understanding of the parties with respect to the solicitation of the Services hereunder. No decisions or actions shall be initiated or executed by Vendor as a result of any verbal discussions with a Citizens employee. Only written communications from authorized Citizens staff will be considered as authorized on behalf of Citizens.

END OF DOCUMENT