



**INVITATION TO NEGOTIATE No. 20-0011  
FOR  
ENTERPRISE LITIGATION MANAGEMENT SYSTEM**

**REPLY DUE DATE: SEPTEMBER 4, 2020**

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

**Refer ALL Inquiries to:**

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

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### ATTACHMENTS

Attachment A – Vendor Certification Form  
Attachment B – Minimum Requirements Acknowledgement Form  
Attachment C – Responsible Vendor Form  
Attachment D – Financial Review Form  
Attachment E – System Functionality Workbook  
Attachment F – Vendor Questionnaire  
Attachment G – Technology Questionnaire  
Attachment H – Price Sheet  
Attachment I – Draft Contract

# REPLY CHECKLIST

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).

	MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Reply on a compact disc (CD), USB removable media (i.e. Flash drive), or via email	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Reply on CD, USB removable media, or via email (required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment A, Vendor Certification Form	3.6
<input type="checkbox"/>	Attachment B, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment C, Responsible Vendor Review Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment D)	
<input type="checkbox"/>	Attachment E, System Functionality Workbook	
<input type="checkbox"/>	Attachment F, Vendor Questionnaire	
<input type="checkbox"/>	Attachment G, Technology Questionnaire	

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

	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6
<input type="checkbox"/>	Attachment H, Price Sheet	
<input type="checkbox"/>	Vendor's Standard Contract Terms	
<input type="checkbox"/>	Proposed modifications to Attachment G, Contract Terms and Conditions	

## 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 web-based Software-as-a-Service (**SaaS**) Litigation Management System (**System**) utilized by both internal and external stakeholders to effectively manage litigated claims and associated litigation billing (**Services**). The Services are more fully described in Section 2 of this ITN.

The proposed System will be utilized to manage Citizens' litigated and disputed claims activity and other legal matters customary to property and casualty insurance carriers. The proposed System will be required to import Citizens' current data: an estimated 102,266 historic and current pending Matters, including invoices and information, and their related 4,132,436 plus related documents into the System. Additionally, the System should be able to support the creation of at least 14,000 new Matters annually. The System must support access by more than 3,000 Users including Citizens' staff and Citizens' Law Firms.

Citizens intends to award a contract (**Contract**) to one Vendor under this ITN. However, Citizens cannot guarantee how much work will be assigned to that Vendor.

- 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 Vendor who provides 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 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 additional internal costs could Citizens incur with the implementation of a new Vendor?
- B. What specific services and deliverables are appropriate to achieve the goals of this ITN?
- C. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- D. What processes or workflow does Vendor use to ensure proper data is provided to Citizens current and future third-party financial vendors?
- E. How can Citizens ensure flexibility for future changes to Vendor System (e.g. web system enhancements, new users, legislative mandates, future third-party Vendor transitions, etc.)?
- F. What customer support services are available that provide distinct value to Citizens?
- G. How can Citizens and Vendor ensure a smooth, timely, and cost-effective transition of these essential Services?

- H. What additional Services can Vendor offer that are in the best interest of Citizens?
- I. What pricing models, contractual terms and conditions are in the best interest of Citizens?
- J. Which Vendor ultimately provides the best value for Citizens?

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

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

- A. **Citizens** – means Citizens Property Insurance Corporation.
- B. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- C. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- D. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- E. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- F. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- G. **System** – means the solution proposed by Vendor which includes all of the operational requirements identified within this solicitation.
- H. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.

**1.4** **CITIZENS BACKGROUND**: Citizens is a government entity that is an integral part of this state, established in 2002 by the Florida Legislature, to provide property insurance to those in Florida who are in good faith entitled to procure insurance through the voluntary market, but are unable to do so. 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. 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 ten (10) years with additional optional renewals. The Contract term, and any renewal terms, may be negotiated during the course of this ITN.

**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.

CALENDAR OF EVENTS		
DATE	TIME	EVENT
July 24, 2020		ITN Released
August 4, 2020	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
August 7, 2020	2:00 PM ET	Questions Due
August 21, 2020		Answers Posted
September 4, 2020	2:30 PM ET	Replies Due
October 13, 2020	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations
October 21 – November 16, 2020		Vendor Negotiations
Late October 2020		Vendor Demonstrations
November 17, 2020	2:00 PM ET	Negotiation Team Public Meeting to Announce Intent to Award Contract(s)

**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.

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## SECTION 2 - SCOPE OF SERVICES

**2.1 BACKGROUND:** Citizens' current litigation management system is a SaaS solution from TrialNet (d/b/a Acuity Management Solutions) that is used by both Citizens' internal staff and outside counsel to facilitate the management of all activity on legal matters, including: (i) trend analysis reporting, (ii) management and auditing of all firm and vendor billing, (iii) storage of all litigation related documents, and (iv) enhanced communication between Citizens and its outside defense counsel. The litigation management system has separate interfaces/permissions for internal stakeholders (Citizens' Claims and Legal staff) and external stakeholders (contracted outside counsel) which allows a secure environment that both parties can access and collaborate on the handling of litigated claims, as well as an integration with outside counsel billing systems to allow for submission and review of electronic legal invoices.

The current contract term is effective through June 2022. Based on the impending end of the contract term, this ITN seeks to procure a new contract for the Litigation Management System. In addition to the primary goal of continuation of this service, Citizens seeks a solution that provides overall enhanced capabilities within the areas of performance/data analytics and legal invoice review.

**2.2 MINIMUM QUALIFICATIONS AND REQUIRED SYSTEM FUNCTIONALITY:** The minimum qualifications and required System functionality for this ITN are represented in five attachments as described below. Vendor must satisfy the minimum qualifications and required System functionality in order to be eligible for an award of a Contract under this ITN, subject to Section 4.6 below:

- A. Through **Attachment A, Vendor Certification 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 A**.
- B. Through **Attachment B, 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 B**.
- C. Through **Attachment C, 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 C** and other available information.
- D. Through **Attachment D, 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 D**.

- E. Through **Attachment E, System Functionality Workbook**, Vendor must confirm that the proposed System includes the required System functionality and standards detailed in the “Required Functionality” tab.

**2.3 DESCRIPTION OF SYSTEM FUNCTIONALITY:** The required and preferred functionality of the proposed System is outlined in **Attachment E, System Functionality Workbook**. Vendors must complete Attachment E confirming the availability of the specific functionality within the proposed System, and should use **Attachment F, Vendor Questionnaire** and **Attachment G, Technology Questionnaire** to describe the proposed Systems and provide details regarding their responses to Attachment E.

**2.4 DESCRIPTION OF SERVICES:** The following Services are required of Vendors awarded a contract as a result of this ITN. Any exceptions should be clearly identified in Vendor’s response to Attachment F (Vendor Questionnaire).

A. **System Training.** Within 30 days of execution of contract, or an alternate timeframe agreed to during negotiations, Vendor and Citizens must finalize the Vendor’s proposed Training Plan outlining how Vendor will train Citizens Internal and External Users. Citizens Contract Manager will assist the Vendor in the development of this plan. Training Plan must include the following:

- Initial training of Citizens Internal and External Users on use of proposed System.
- Initial training of Citizens’ administrative and technical staff on administrative and technical design changes, configurability, or customization enhancements to proposed System.
- Initial training consisting of periodic training webinars during the first 90 days after the system live date, to communicate frequently asked questions and offer question and answer support to Citizens internal and external Users.
- On-going new user training (web based) as required by Citizens.

B. **Technical Support.** Vendor and Citizens shall implement a mutually agreed upon support plan, including but not limited to, the following support services for Citizens and Citizens External Users:

- Telephone support for Citizens Internal and External Users.
- Technical support or Professional Services to assist with Citizens System customization needs.
- Technical support or Professional Services to assist with data imports and extracts.
- Technical support or Professional Services to assist with third party integration as required by Citizens.

C. **Implementation Plan.** Citizens has a business need to implement the proposed System within twelve (12) months (or less) from the date of contract execution. Citizens has a significant reliance on Vendor’s support to successfully migrate its historic data, implement the proposed System, and train Users. The Vendor will develop a mutually agreed upon Implementation Plan within 30 days of contract execution or alternate timeframe agreed to during negotiations. Citizens’ Contract Manager and implementation team will work with the Vendor to develop the Implementation Plan which must include the following tasks:

- Conversion and migration of more than 102,266 historic Matters and 4,132,436 related documents from Citizens’ current litigation management System into the

Awarded Vendor's System. We project the amount at time of migration to be upwards of 130,000. Vendor must have the ability to migrate historical data and maintain all data in the future.

- Initial setup of more than 3,100 Users from both Citizens and Citizens Law Firms into proposed System.
- System Training and Support Plans as described above.
- System Acceptance Process.

D. **Transition Plan.** Vendor should provide a detailed written description of transition services that will be available to Citizens to facilitate a smooth transition to a new vendor upon termination or expiration of the agreement awarded under this ITN. The description should include the following:

- Detailed description of transition services including verifiable experience regarding any transition services provided to clients who meet or exceed the requirements of this ITN. Transition services should include file conversion process and abilities, integration and implementation of any and all transitioned data and verified experience regarding projects.

**2.5 CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates negotiating contractual terms and conditions that are substantially as set forth in **Attachment I, Draft Contract**. Vendors are not required to submit proposed edits to the Contract Terms and Conditions with their initial Reply to this ITN. Proposed modifications may be included with Vendor's initial Reply to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Reply, and will be subject to negotiations. 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](#).

A. **Performance Measures.** Citizens will require Vendors to agree to reasonable Service Level Standards for the services and solutions it proposes. Exhibit A – Statement of Services to Attachment I sets forth Citizens minimum Service Level Standard expectations. Performance measures may include, but may not be limited to the following:

- Achievement of on time implementation per the mutually agreed upon implementation schedule.
- Timely completion of the agreed upon Training Plan.
- 100% availability of the agreed upon support services.
- Measure of unplanned system outages.
- Measure of system defects per the agreed upon functionality.
- Continuity/Recovery.

B. **Deliverables And Deliverables Schedule.** Vendor and Citizens will negotiate an agreed upon set of deliverables to be defined in the contract, including, but not limited to:

- Delivery and installation or implementation of a fully functional System as described in Section 3, Scope of Services.
- As part of the contract finalization process, Vendor will be required to provide the following documents and or information to Citizens Contract Manager or designee:
  - i. Agreed upon Implementation Plan including the Training Plan.

- ii. The Litigation and Matter Management Software System Support Plan.
- iii. Security Policy with written statement regarding compliance with Citizens Security Policy.
- iv. Certificate of Insurance meeting the requirements in Section 4.27 of the Standard Terms and Conditions.
- v. Vendors' certificate of insurance with updates provided prior to expiration.
- vi. Disaster Recovery and Business Continuity Plan(s).
- vii. Assignment of a Vendor Contract Manager who will act as a single support point of contact between Awarded Vendor and Citizens to coordinate and implement activities defined in this solicitation.

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.

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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. Questions submitted will not constitute a protest to the ITN. 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 encouraged to cite the solicitation section number(s) or attachment to which the question pertains.

- 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, 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 (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 Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this Section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

- 3.4** **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. 20-0011, Enterprise Litigation Management System**

- 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 within the applicable folders. Mandatory documents are identified in Section 3.6 by the specific term "**shall submit**" in bold type. Failure to provide or satisfy any of the mandatory documents **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 folders or that is not organized according to these instructions.

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 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 Reply: Vendor **shall submit** with their Reply one (1) CD original or USB removable media of their entire Reply.
- B. Redacted Copy of Reply: In addition to the CD or USB removable media required in Section A. above, Vendor should submit an additional CD or USB removable media with their Reply containing a full "Redacted" electronic version of their Reply in accordance with Section 3.3, above. This CD or USB removable media 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. To be eligible for award, Vendors shall submit the following (collectively, the Reply):

VENDOR REPLY	
ITEM	DESCRIPTION
1. Attachment A, Reply Certification	These documents will provide Citizens with basic information about the Vendor and its proposed System as well as provide certain assurances necessary to qualify the Vendor for a potential award of contract. These documents will <u>not</u> be used in the scoring of Proposals.
2. Attachment B, Minimum Requirements Acknowledgement Form	
3. Attachment C, Responsible Vendor Review Form	
4. Financial Documents (as requested in Attachment D, Financial Review)	
5. Attachment E, System Functionality Workbook	
6. Edits to Citizens' Draft Contract (as requested in Attachment I, Draft Contract)	
7. Attachment F, Vendor Questionnaire	These documents will provide Citizens with specific information about Vendor's proposed Services and <u>will be used</u> as a basis for evaluation and scoring of the Proposals.
8. Attachment G, Technology Questionnaire	

Vendors may also submit a short cover letter, a completed copy of **Attachment H, Price Sheet**, a copy of the Vendor's Standard Contract Terms, and proposed modifications to **Attachment I, Contract Terms and Conditions**. Citizens will not be obligated to review or accept any extraneous materials.

**3.7 EVALUATION PROCESS:** Replies will be provided to the evaluation committee members for individual review using the allocation of points indicated below. Prior to or concurrent with 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 further consideration. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.

ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS
F	Vendor Questionnaire (up to 70 points maximum)	Vendor Qualifications and Experience	10
		System Functionality	35
		Training and Support Services	10
		Implementation and Transition Services	10
		Optional Products and Services	5

G	Technology Questionnaire (up to 25 points maximum)	General Questions	5
		Integration	5
		Access Control and Security	4
		User Experience	4
		Maintenance and Configuration	3
		Service Level	2
		Testing	2
I	Pricing Attachment	5	
<b>Total Points:</b>		<b>100</b>	

Pricing Score. Points for pricing will be awarded based on the Vendor submissions to the Pricing Attachment; awarding (5) points to each Vendor who submits pricing as set forth in Pricing Attachment, Section (1). Vendors not providing pricing in Pricing Attachment, Section (1), will not receive any points (0).

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the Pricing Attachment 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 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, as specified in Section 1.9 Calendar of Events and may be required to provide 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 should 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 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:
- 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 180 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 quality and timely Services to Citizens during the term of the Contract; and
- E. 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 that includes terms and conditions substantially as set forth within **Attachment I, Draft Contract**. See *Section 2.5 above*. Citizens' expectation is that the terms and conditions within Attachment I 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 I are allowed to be submitted to the Procurement Officer during the open questions period for this ITN.

Vendor shall have no vested right to do business with or receive payment from Citizens until a

Contract is signed by all parties. Furthermore, unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens.

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## SECTION 4 - GENERAL CONDITIONS

**4.1 PROTESTS:** There are two conditions under which this 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/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](mailto: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 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 SUBSEQUENT NEGOTIATIONS AND AWARDS:** 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 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.
- 4.10 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**