



**INVITATION TO NEGOTIATE NO. 18-0015  
FOR  
AERIAL IMAGERY SERVICES**

**REPLY DUE DATE: March 7, 2018**

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

**Refer ALL Inquiries to:**

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Citizens Property Insurance Corporation  
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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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## 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).

**Note: Attachment H is required only if Vendor is offering Archived Imagery Services.  
Attachment I is required only if Vendor is offering Post-Event Imagery Services.  
Attachment J is required only if Vendor is offering Drone Inspection Services.**

	MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Reply on a compact disk (CD);	3.5. A.
<input type="checkbox"/>	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)	3.5. B.
<input type="checkbox"/>	Attachment D, Minimum Requirements Acknowledgement Form	3.6, Folder 2
<input type="checkbox"/>	Attachment E, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment F, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment G)	
<input type="checkbox"/>	Attachment H, Vendor Questionnaire (Archived Imagery) (if offered)	3.6, Folder 3
<input type="checkbox"/>	Attachment I, Vendor Questionnaire (Post-Event Imagery) (if offered)	3.6, Folder 3
<input type="checkbox"/>	Attachment J, Vendor Questionnaire (Drone Inspection) (if offered)	3.6, Folder 3
<input type="checkbox"/>	Attachment K, Price Sheet	3.6, Folder 4

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, Folder 1
<input type="checkbox"/>	Attachment A, Vendor Diversity Declaration Form	
<input type="checkbox"/>	Attachment B, Certification of Drug-Free Workplace Form	
<input type="checkbox"/>	Attachment C, Vendor Contact Information	

## 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 aerial imaging within the State of Florida (**Services**) in one or any combination of the following areas (**Service Categories**):

- A. Archived Imagery:** Vendor must provide Citizens with access to an archive of aerial images of areas within the State of Florida to assist with daily underwriting and claim processing. Citizens expects that the image archive will be refreshed at least once every two (2) years and annually for densely populated areas. The images shall be oblique and have a minimum resolution of 6 inch ground sampling distance (GSD). Vendor's solution shall also have the ability for geographic information system (GIS) related data to be transferred between Citizens and Vendor. Citizens anticipates awarding a Contract to one (1) Vendor for this Service Category.
- B. Post-Event Imagery:** Vendor must provide Citizens with time-sensitive aerial images within the State of Florida for post-event (e.g., hurricane) claim response. The images shall be oblique and have a minimum resolution of 1 foot GSD. In order to ensure scalability, Citizens may award Contracts to multiple Vendors for this Service Category.
- C. Drone Inspections:** Vendor must provide high-resolution drone imagery to assist Citizens with the property inspection and claim analysis process. Drone Inspections may be requested as part of daily claims or underwriting operations, or immediately following a catastrophe to assist with post-event assessment. The images must meet industry standards for roof inspection reports. In order to ensure scalability and coverage of the State of Florida, Citizens may award Contracts to multiple Vendors for this Service Category.

The requirements and expectations for each Service Category are more fully described in Section 2 of this ITN.

Vendors may submit a Reply for one (1) or any combination of the Service Categories. Citizens will evaluate Replies separately for each Service Category. Vendors who submit a Reply for multiple Service Categories may be awarded a Contract to perform Services in multiple Service Categories. No additional points will be awarded for submitting a Reply for multiple Service Categories. A Vendor's score in one (1) Service Category will not impact its score in any other Service Category.

**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 goals of this ITN are to identify and engage one (1) Vendor for Archived Imagery, one (1) or more Vendors for Post-Event Imagery, and one (1) or more Vendors for Drone Inspections, who will provide the best value to Citizens based on multiple factors, including: (i) prior relevant experience; (ii) quality of equipment and resources used to provide the Services; (iii) quality and timeliness of imagery provided; 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.

- What pricing model is most appropriate for the Services?
- What additional services are available that will support Citizens' business needs?
- Can Vendor's product be integrated with Citizens software (i.e. claims or underwriting management systems, and/or estimating software)?

- Can Vendor's product be integrated with GIS software or other web-based geospatial platform?
- What type and quality of images can Vendor provide (i.e. orthogonal vs. oblique view, resolution)?
- How does Vendor stay current with emerging technology and industry trends, and how can Citizens obtain access to Vendor's future products?
- Does Vendor have experience being called upon to provide post-event imagery and what has the timing and outcome of such requests been?
- Does Vendor have an existing, extensive catalog of imagery of areas within the State of Florida that is regularly updated?
- What are the capabilities of Vendor's solution (e.g., measuring software, dual pane views for side-by-side comparison, annotation tools, material identification, data export and printing, and access to saved and previously viewed images)?

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

**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 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. Service Categories** – means the three types of aerial imaging services that Citizens is seeking under this ITN (Archived Imagery, Post-Event Imagery, and Drone Inspections).
- H. 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. The Contract term, and any renewal terms, may be negotiated during the course of this ITN. Under Florida law, renewals may not exceed five (5) 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.

CALENDAR OF EVENTS		
DATE:	TIME:	ACTIONS:
1/26/2018		ITN Released
2/1/2018	10:30 AM ET	Pre-Bid Conference (Not Mandatory)
2/8/2018	5:00 PM ET	Questions Due
2/16/2018		Answers Posted
3/7/2018	2:30 PM ET	Replies Due
4/5/2018	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations.
4/6- 5/14/2018		Vendor Negotiations
5/15/2018	2:00 PM ET	Negotiation Team(s) 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: 7359982 #**

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five business day 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 is one of the largest property and casualty insurance companies in the State of Florida. As of December 31, 2017, it had 430,653 residential policies and 9,753 commercial policies in force. Citizens' business is concentrated in the South Florida and Tampa Bay market, but has policies throughout the state. Attachment M provides the number of policies Citizens has in each of the 67 counties in Florida as of December 31, 2017.

Citizens is currently contracted with Pictometry International Corp. for Archived Imagery Services (through access to an online library of historical aerial images) and Post-Event Imagery (which have not been purchased to date). Approximately 10,849 independent Archived Imagery searches have been conducted by Citizens under this contract between 3/1/17 and 12/31/17. Those 10,849 independent searches may have included multiple views per search. The contract with Pictometry will expire in 2018.

Citizens does not currently have a contract in place for Drone Inspection Services. However, in the aftermath of Hurricane Irma in September 2017, Citizens used Drone Inspection Services to provide approximately 850 roof inspection reports in the State of Florida.

Citizens expects to significantly expand its use of aerial imaging services in each of the Service Categories. The projected volumes depend on the products and prices Citizens receives in response to this ITN, as well as the impact of any future weather events in Florida (hurricanes, etc.). The reasons for Citizens expanding its use of the Services include the following:

- Citizens' Underwriting and Agency Services Department would primarily utilize Archived Images to conduct risk reviews as they relate to extending coverages, specific to:
  - obtaining clear aerial images of all angles of the building; and/or,
  - verifying roof shape and roof covering; and/or,
  - measuring story heights and the approximate square footage of a building; and/or,
  - identifying additional features on structures that are not as easily identifiable through other sources, such as air conditioning units, skylights, roll-up doors, and permanent storm shutters.
- Citizens' Claims Department would primarily use Post-Event Imagery to appropriately assess damages and identify the number of impacted policies following a catastrophe to determine the number of staff and/or resources (i.e. adjusters) needed to handle the level of loss.
- Both Departments would use Drone Inspection Services as part of daily operations, primarily to assess roof damages/repairs following a reported claim, including:
  - obtaining clear aerial images of all angles of the roof; and/or,
  - verifying roof shape and roof covering; and/or,
  - measuring story heights and the approximate square footage of a building; and/or,
  - identifying additional features on structures that are not as easily identifiable through other sources, such as air conditioning units, skylights, roll-up doors, and permanent storm shutters.

**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:** The following describes the services and deliverables to be provided by Vendors under this ITN.

**A. Archived Imagery Services**

**1. Requirements:**

- Vendor (or a predecessor company) has provided Archived Imagery Services substantially similar to Citizens’ objectives as detailed in the ITN, for at least three (3) years;
- Vendor shall have an existing library of images of the State of Florida that is refreshed at least once every two (2) years and annually for densely populated areas;
- Vendor’s images shall be oblique and have a minimum resolution of 6 inch GSD; and,
- Vendor’s solution shall have the ability for GIS related data to be transferred between Citizens and Vendor.

**2. Expectations:**

- user-specific access, including the ability to scale users during the course of the Contract;
- access to all functions of the system 24x7x365;
- ability to view two images of the same property simultaneously, in order to establish a comparison over time;

- ability to provide authenticated or certified images in anticipation of litigation, as well as provide expert resources to testify regarding the credibility of the images as needed;
- ability to annotate, export, and print images;
- ability to run property reports from within the system (i.e. risk reports);
- user account management functionality, including but not limited to, creation, modification and deactivation of all user accounts and reporting;
- integration and access via Citizens' Guidewire and/or XactAnalysis systems;
- integration with Citizens' GIS software via Web Map Service that meets Open Geospatial Consortium specifications. Citizens currently utilizes Version 10.4 of Esri's ArcGIS Desktop and Server products, which are subject to upgrade;
- access to five (5) years of historical aerial images of the State of Florida;
- measuring tools for roof, height, elevation, and distance;
- implementation and training for Citizens' staff in use of the solution, including ongoing training as requested by Citizens;
- dedicated Vendor point of contact available, at minimum, Monday – Friday, 8:00am – 5:00pm EST, excluding Citizens' holidays; and,
- technical support available, at minimum, Monday – Friday, 8:00am – 5:00pm EST, excluding Citizens' holidays.

## **B. Post-Event Imagery Services**

### **1. Requirements:**

- ability to provide authenticated or certified images in anticipation of litigation, as well as provide expert resources to testify regarding the credibility of the images as needed;
- Vendor (or a predecessor company) has provided Post-Event Aerial Imagery Services substantially similar to Citizens' objectives as detailed in the ITN, for at least one (1) year;
- Vendor shall have the capability to collect images in all geographic areas requested within the State of Florida where Federal Aviation Administration (FAA) flight restrictions and/or atmospheric conditions do not otherwise prevent such collection.
- Vendor's images shall be oblique and have a minimum resolution of 1 foot GSD.

### **2. Expectations:**

- user-specific access, including the ability to scale users during the course of the Contract;
- access to all functions of the system 24x7x365;
- ability to provide authenticated or certified images in anticipation of litigation, as well as provide expert resources to testify regarding the credibility of the images as needed;
- ability to annotate, export, and print images;
- ability to run property reports from within the system (i.e. risk reports);
- user account management functionality, including but not limited to, creation, modification and deactivation of all user accounts and reporting;
- integration and access via Citizens' Guidewire and/or XactAnalysis systems;

- integration with Citizens' GIS software via Web Map Service that meets Open Geospatial Consortium specifications. Citizens currently utilizes Version 10.4 of Esri's ArcGIS Desktop and Server products, which are subject to upgrade;
- measuring tools for roof, height, elevation, and distance;
- implementation and training for Citizens' staff in use of the solution, including ongoing training as requested by Citizens;
- Vendor point of contact available 24x7x365 to coordinate Citizens needs for Post-Event Imagery requests; and,
- technical support available 24x7x365.

**C. Drone Inspection Services.**

**1. Requirements:**

- Vendor (or a predecessor company) has provided Drone Inspection Services substantially similar to Citizens' objectives as detailed in the ITN, for at least one (1) year;
- Vendor shall have the capability to collect images in all geographic areas requested within the State of Florida where Federal Aviation Administration (FAA) flight restrictions and/or atmospheric conditions do not otherwise prevent such collection;
- Vendor shall make a reasonable effort to make contact with a policy holder before providing Drone Inspection Services. Form of notice will be discussed during negotiations; and,
- Vendor images are of industry standards.

**2. Expectations:**

- ability to provide authenticated or certified images in anticipation of litigation, as well as provide expert resources to testify regarding the credibility of the images as needed; and,
- Vendor point of contact available 24X7 following a catastrophe and during normal business hours otherwise.

**D. Other Available Services.** 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.

**E. Future Technologies and Products.** Vendors will be expected to remain current with emerging technologies throughout the Contract term. As Vendor introduces new and enhanced aerial imaging products, those products must be offered to Citizens at competitive rates. If a Vendor contracts with Citizens but does not remain reasonably current with emerging technologies, products, or pricing, Citizens may elect to contract with the next-ranked Vendors or Citizens may elect to issue a new solicitation for Services.

**2.4 PERFORMANCE MEASURES:** Citizens may require minimum performance measures for each of the Service Categories. These performance measures will be discussed during negotiations and, if agreed upon, will be specified in the Contract. Performance measures may include, but are not limited to the following:

- Service availability;
- Service accuracy and quality; and,

- Average response times.

**2.5** **CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates negotiating a Contract that includes terms and conditions substantially as set forth in **Attachment L, Draft Agreement**. Modifications may be proposed and negotiated to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Reply.

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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. 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.**

For ease of reference and clarity, Vendors are requested, but not required, to submit questions in the following format:

ITN Section	Page #	Question
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- 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 procurement 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 (a "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 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.: 18-0015, Aerial Imaging Services**

- 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 pertinent sections. 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 sections outlined below. All Replies submitted should include numbered sections clearly separating and identifying each section as indicated 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 company’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.** 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 services in conformity with the requirements of this ITN. The Reply should be organized as follows:

- The CD should have separate folders for each Reply “Folder.”
- Folders should be plainly titled “Folder 1,” “Folder 2,” etc., as shown below.

 Folder 1

 Folder 2

 Folder 3
- Attachments should be plainly titled “Attachment A,” “Attachment B,” “Attachment C,” etc., as shown below:



- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each “Folder” should contain the documents as requested below.

**Folder 1. Overview.** 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

**Folder 2. Minimum Qualifications.** In Folder 2, 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 3. Vendor Questionnaire.** In Folder 3, Vendor **shall submit** the following:

1. **Attachment H**, Vendor Questionnaire (Archived Imagery) (if offered)
2. **Attachment I**, Vendor Questionnaire (Post-Event Imagery) (if offered)
3. **Attachment J**, Vendor Questionnaire (Drone Inspections) (if offered)

**Folder 4. Pricing.** In Folder 4, Vendor **shall submit 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 applicable 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.

**A. Evaluation Criteria (Archived Imagery):** The following reflects the maximum number of points that may be awarded in the Archived Imagery Service Category:



ATTACHMENT	EVALUATION CRITERIA ARCHIVED IMAGERY		MAXIMUM POINTS
H	Vendor Questionnaire	Corporate Qualifications and Experience	10
		Service Description and Methodology	40
		Sample Images	20
		Maintenance and Support	10
K	Pricing		20
Total Points:			100

**B. Evaluation Criteria (Post-Event Imagery):** The following reflects the maximum number of points that may be awarded in the Post-Event Imagery Service Category:

ATTACHMENT	EVALUATION CRITERIA POST-EVENT IMAGERY		MAXIMUM POINTS
I	Vendor Questionnaire	Corporate Qualifications and Experience	10
		Service Description and Methodology	40
		Sample Images	25
		Support Services	5
K	Pricing (Scenario #1: Up to 10 points) (Scenario #2: Up to 10 points)		20
Total Points:			100

**C. Evaluation Criteria (Drone Service Name):** The following reflects the maximum number of points that may be awarded in the Drone Inspections Service Category:

ATTACHMENT	EVALUATION CRITERIA DRONE INSPECTIONS		MAXIMUM POINTS
J	Vendor Questionnaire	Corporate Qualifications and Experience	10
		Service Description and Methodology	40
		Sample Images	25
		Support Services	5
K	Pricing (Scenario #1: Up to 7 points) (Scenario #2: Up to 7 points) (Scenario #3: Up to 6 points)		20
Total Points:			100

Pricing Score. The following formula will be used to award points for Pricing.

- Archived Imagery. The lowest proposed 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.

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

- Post-Event Imagery.

Scenario #1. The lowest proposed Price for Scenario #1 from all responsive Vendors will be awarded 10 points and henceforth be known as Lowest Scenario Rate 1 (LSR1). Proposals of other Vendors will be scored using the following formula: LSR1 divided by the Proposal Scenario 1 (PS1) being considered times maximum points of 10.

$$\text{Formula: } (LSR1 / PS1) \times 10 = \text{Score}$$

Scenario #2. The lowest proposed Price for Scenario #2 from all responsive Vendors will be awarded 10 points and henceforth be known as Lowest Scenario Rate 2 (LSR2). Proposals of other Vendors will be scored using the following formula: LSR2 divided by the Proposal Scenario #2 (PS2) being considered times maximum points of 10.

$$\text{Formula: } (LSR2 / PS2) \times 10 = \text{Score}$$

- Drone Inspections.

Scenario #1. The lowest proposed Price for Scenario #1 from all responsive Vendors will be awarded 7 points and henceforth be known as Lowest Scenario Rate 1 (LSR1). Proposals of other Vendors will be scored using the following formula: LSR1 divided by the Proposal Scenario 1 (PS1) being considered times maximum points of 7.

$$\text{Formula: } (\text{LSR1} / \text{PS1}) \times 7 = \text{Score}$$

Drone Inspections Scenario #2. The lowest proposed Price for Scenario #2 from all responsive Vendors will be awarded 7 points and henceforth be known as Lowest Scenario Rate 2 (LSR2). Proposals of other Vendors will be scored using the following formula: LSR2 divided by the Proposal Scenario #2 (PS2) being considered times maximum points of 7.

$$\text{Formula: } (\text{LSR2} / \text{PS2}) \times 7 = \text{Score}$$

Drone Inspections Scenario #3. The lowest proposed Price for Scenario #3 from all responsive Vendors will be awarded 6 points and henceforth be known as Lowest Scenario Rate 3 (LSR3). Proposals of other Vendors will be scored using the following formula: LSR3 divided by the Proposal Scenario #3 (PS3) being considered times maximum points of 6.

$$\text{Formula: } (\text{LSR3} / \text{PS3}) \times 6 = \text{Score}$$

Evaluation Committee Meeting. For each Service Category, 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 for each Service Category 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.** Vendors proceeding to negotiations for Post-Event Imagery Services may be required to demonstrate its capabilities by capturing aerial images for a specific location in Florida within 72-hours of request. If Citizens requests the images as part of Vendors demonstration capabilities, the location and time frame will be provided within the Negotiation Process timeline.
- D.** Vendors proceeding to negotiations for Drone Inspections Services may be required to

demonstrate its capabilities by capturing images for a specific location in Florida with 72-hours of request. If Citizens requests the images as part of Vendors demonstrations capabilities, the location and time frame will be provided within the Negotiation Process timeline.

- E. 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.
- F. 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.
- G. 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 for 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.

- H. 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.
- I. 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 for each Service Category. 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;
- 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 committees in making this recommendation.

**3.10 EXECUTION OF CONTRACT:** Vendors receiving an award under this ITN will be required to sign

a Contract with terms and conditions substantially as set forth within **Attachment L, Draft Agreement**. See *Section 2.4 above*. The final Contract will also include all of the terms and conditions agreed to during negotiations.

*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 holiday).**

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 filing of a protest with respect to one Service Category shall not result in a stay of the procurement process for the other Service Category. In this event, Citizens will consider the ITN as two separate, independent solicitations.

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 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 sixty (60) 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 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 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 any contract related to this ITN 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 by a Vendor, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor for that Service Category 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 negotiations, 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**