

INVITATION TO NEGOTIATE NO. 16-0006

PROPERTY INSPECTIONS ADMINISTRATION FOR UNDERWRITING

Listed below are important events and the corresponding dates and times relevant to this solicitation. These timeframes are subject to change at Citizens' sole discretion. It is a Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS					
DATE	TIME	ACTIONS			
02/23/2016		Solicitation Released			
03/07/2016	5:00 PM ET	Vendor Questions Due			
03/14/2016	5:00 PM ET	Answers Posted			
03/29/2016	2:00 PM ET	Responses Due			
03/30/2016 - 04/11/2016		Initial Responsiveness Review Period			
04/12/2016 - 04/21/2016		Phase 1: Evaluation of Responses			
04/28/2016	TBD	Evaluation Team Public Meeting to advance Vendors to Negotiations			
05/02/2016 - 05/19/2016		Phase 2: Negotiations			
05/20/2016	TBD	Negotiation Team Public Meeting to Make a Recommendation for Award			

Refer <u>ALL</u> Inquiries to:

Patty Davis, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8321

E-Mail: citizens.purchasing@citizensfla.com

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

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ATTACHMENTS:

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

Attachment A – Vendor Contact Information Form

Attachment B - Vendor Conflict of Interest Disclosure Form

Attachment C – Responsible Vendor Form Attachment D – Price Sheet and Zone Map

Attachment E – Vendor Diversity Declaration Form

Attachment F - Vendor Experience and Qualifications Questionnaire

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Attachment I - Citizens' 2014/15 Monthly Volume and Policy In Force Counts

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Attachment L – Uniform Mitigation Verification Inspection Form (OIR B1-1802)

Attachment M — Citizens Form MIT BT II and III (11/11)
Attachment N — Standard Contract Terms and Conditions

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist ("Checklist") identifies the mandatory submission requirements that must be included in the Vendor's Initial Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term "shall submit" in bold type. This Checklist identifies every mandatory submission requirement for the Vendor's initial Response; if an inconsistency exists between the Checklist and the solicitation and Attachments, this Checklist is controlling. Failure to provide any of the below mandatory submission requirements may result in disqualification of the Vendor (as non-responsive).

A Vendor may also be deemed non-responsive (and therefore disqualified) if they fail to meet substantive or technical requirements of the solicitation. This Checklist does not detail the substantive or technical requirements that are identified throughout the solicitation.

MANDATORY SUBMISSION REQUIREMENTS	SECTION(S)
Timely Response: Proposals submitted according to the due date, time and location provided in the Calendar of Events	1.7
One (1) originally signed hard copy	
One (1) electronic version of the Proposal on compact disc (CD);	
Attachment A, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)	3.6
Attachment B, Responsible Vendor Review Form	
Attachment D, Price Sheet	3.7, Tab 2
Attachment F, Vendor Experience and Qualifications Questionnaire	
Attachment G, Vendor Resources Form	3.7, Tab 3
Financial Documents	3.7, Tab 4

SECTION 1 INTRODUCTION

- 1.1 <u>OVERVIEW</u>: Citizens Property Insurance Corporation (**Citizens**) is seeking Responses from qualified companies (**Vendors**) capable of providing on-site property inspections to be used in the underwriting process (**Services**). As further defined in Section 2 of this solicitation, the Services can be required on either Personal Lines or Commercial Lines risks. The types of inspections may include Mobile Home, Replacement Cost Valuation, General Condition, Four Point, High Value Property, Wind Mitigation Inspections, and other types of inspections.
- **1.2 GOAL OF THE ITN:** The primary goal of this solicitation is to engage multiple Vendors who collectively will provide the best value to Citizens for the Services in its Florida markets.
- **1.3 QUESTIONS BEING EXPLORED AND FACTS BEING SOUGHT:** Citizens will explore the questions provided below in order to make its best value determination:
 - What level of Vendor experience and expertise is needed to provide the Services?
 - What additional services are available that will support Citizens' underwriting inspection process and strategic objectives?
 - What types of quality review processes are available in the marketplace?
 - What are the limitations or opportunities for Vendors to provide Services in multiple geographic areas in Florida (and perhaps on a statewide basis) while maintaining the necessary levels of quality, expertise and responsiveness?
 - What commercially reasonable contractual terms will adequately protect Citizens' interests?
 - What pricing model is most appropriate for the Services?
- 1.4 <u>CITIZENS' BACKGROUND</u>: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6) F.S., 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.
- development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. Participation by a diverse group of vendors doing business with Citizens is central to our effort. To this end, it is vital that small, minority, women and service-disabled, veteran-owned business enterprises participate in Citizens' procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Responses to this solicitation.
- **1.6** CONTRACT TERM: The contract term is anticipated to be three (3) years, and, at Citizens' discretion, may be renewed for an additional two (2) years. All terms, conditions and pricing will remain fixed for the entire term of the contract unless otherwise specified in the solicitation.
- 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 Response. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Board of Governors, or any vendor or consultant acting on Citizens' behalf with regard to the solicitation.

- 1.9 <u>PUBLIC MEETINGS</u>: Public meetings related to this solicitation will be held on the dates and times indicated in the Calendar of Events. The details related to accessing each meeting are identified below. Vendors may, but are not required to, attend. Any person requiring an accommodation because of a disability should contact the Procurement Officer listed on page one (1) of the solicitation at least five (5) business hours prior to the public meeting.
 - A. Pre-Bid Conference: The Pre-Bid Conference will be held to provide Vendors with pertinent information, answer questions(s) and clarify any points in the solicitation that may not be fully understood. Attendance at the Pre-Bid Conference is not mandatory and is for informational purposes only. The Pre-Bid Conference will be held using the conference call number below on the date and time, as specified in the Calendar of Events.

Teleconference Number: 877-336-1828, Access Code: 1470720

B. Evaluation Team Public Meeting: Citizens will hold a telephonic public meeting to determine which Vendor(s) each member of the Evaluation Team would like to recommend for negotiations. The meeting will be held using the conference call number below at the date and time, as specified in the Calendar of Events.

Teleconference Number: 877-336-1828, Access Code: 1470720

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

C. Recommendation for Award: Citizens will hold a telephonic public meeting to determine which Vendors each voting member of the negotiation team would like to recommend for award.

Teleconference Number: 877-336-1828, Access Code: 1470720

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

SECTION 2 SCOPE OF SERVICES

PROJECT BACKGROUND: On-site property inspections are a key element in the underwriting process as the results are used to develop and evaluate risk based decisions. Inspections are required on some new business applications, endorsement requests, and policy renewals.

Since January 2014, Citizens has ordered only two inspection types:

- General Conditions Personal Lines
- Mobile Home Personal Lines

All other inspection reports have been provided to Citizens by the Policyholder as a component of the incoming application. This process is intended to remain unchanged, but Citizens desires to have the contractual right to request the following additional inspection types on an as needed basis:

- Four Point Personal Lines Only
- High Value Property Personal Lines Only
- Replacement Cost Valuation Personal and Commercial Lines
- General Condition/Four Point Combined Personal and Commercial Lines
- Wind Mitigation Inspections Personal and Commercial Lines
- Other types of inspections associated with property insurance underwriting.

Citizens cannot accurately project the number or type of property inspections it will need going forward. However, for historical information purposes, Vendors may refer Attachment I (Citizens' 2014/15 Monthly Volume and Policy In Force Counts for Personal Lines Assignments). It is important to note from Attachment I that the incoming volume of new business for both Personal Lines and Commercial Lines is declining, as is the Policy In Force (PIF) count.

Citizens DOES NOT GUARANTEE any volume of Assignments under this solicitation.

2.2 **DEFINITIONS**:

- Agent(s) means insurance agents who are under contract to write insurance policies with Citizens.
- Assignment(s) means the placement of an order to perform Services as requested by Citizens on a particular risk or property.
- **Contract** means the written agreement between Citizens and a Vendor that results from this competitive procurement.
- Four Point means a physical inspection of a building's electrical, mechanical (HVAC), roofing and plumbing systems. This includes an evaluation of the condition, identification of any hazards present and verification of repairs or upgrades required or completed.
- **General Condition** means a physical inspection of a building(s) and/or appurtenant structure(s) to document the condition of the property, and identify any hazards or maintenance issues present.
- **General Condition/Four Point Combined** means a physical structure, plumbing, hazards, electronics, and systems inspection, including interior and exterior inspection.
- High Value Property means a physical structure, plumbing, hazards, electronics, and systems inspection, including interior and exterior inspection and includes an estimation of the replacement cost for a building(s) and/or appurtenant structures generated by using third – party software identified by Citizens.
- Inspector a person who (i) is properly licensed and/or experienced to inspect residential and

- commercial properties, (ii) meets the minimum requirements of this solicitation, and (iii) is fully credentialed in accordance with this solicitation.
- **Mobile Home** means an inspection to identify the general condition of a mobile home and to confirm that it is tied-down in accordance with Florida Statutes.
- **Policyholder(s)** named insured(s) and/or the authorized representative as listed on the Assignment seeking to obtain insurance coverage with Citizens.
- Replacement Cost Valuation means an estimation of the replacement cost for a building(s) and/or appurtenant structures generated by using third–party software identified by Citizens.
- **Response** means all materials submitted to Citizens by Vendor pursuant to the solicitation instructions.
- **Services** means the provision of on-site property inspection reports and related services by Vendor to Citizens as required under the Contract.
- **Vendor Staff** means any of Vendor's employees, agents, subcontractors, Inspectors, or representatives who assist in providing the Services.
- **Wind Mitigation** means a physical inspection of all building construction related to wind mitigation features.
- **SERVICES:** Vendors must be able to arrange, manage and complete one or more of the following types of residential and commercial inspections which will include on-site inspections of the property(ies) and delivery of the completed report. Vendor must designate which of the inspection types it is offering to Citizens (See Attachment D, Price Sheet). Vendor shall use, for each inspection type offered, the most current inspection form as directed by Citizens.

A. Personal Lines:

- General Condition: Inspection must include a physical inspection of the building(s) to document the condition of the property and appurtenant structures, and identify any property and/or liability hazards or maintenance issues present. Photographs must be provided with these inspections to confirm details and at minimum, shall include:
 - Photos of hazards and/or maintenance issues
 - Photos of each exterior elevation of all specified structure(s)
- 2. **Four Point:** For each building(s) inspected, a Four Point Inspection(s) must identify and describe all electrical, mechanical (HVAC), roofing and plumbing systems. The inspection must document the current age or year updated of each primary system component and should include photographs.
 - If age of system or year updated is evidenced through receipt or permit, then a copy
 of receipt or permit should be included with inspection.
 - If age of system or year updated is by verbal validation from insured, document accordingly.
 - Identify and photograph all observed system-related risks and hazards. Inspection
 reports must document the remaining life of the roof and any need for repair or
 replacement of the roof as well as need for repair or replacement of all other systems.
 Please see Attachment K, Citizens 4-Point Inspection Form as reference for all
 minimum requirements.
 - An alternate inspection form can be used if it meets all of the following criteria:
 - The inspection is conducted by a verifiable Florida-licensed Inspector, as noted under the Special Instructions on Attachment K, Citizens 4-Point Inspection Form;
 - Includes the Inspector's dated signature, title, Florida license information and company; and
 - Includes all of the photo requirements outlined on the Attachment K, Citizens 4point Inspection Form (Insp4pt 09 13):

- Front and one side of building and rear and other side of building;
- Main electrical panel and its interior door;
- HVAC or any other heating system equipment (with dated manufacturer's plate);
- Provides the age, type and condition of the electrical wiring, heating and plumbing systems; and
- Includes two photos of the roof if the roof portion of the four-point inspection is being submitted as proof of roof condition.
- 3. Wind Mitigation: Wind mitigation inspection(s) will include the inspection of the property, the completion of Attachment L, Uniform Mitigation Verification Inspection Form (OIR B1-1802) or OIR's latest version which describes the existence of all allowable mitigation features and the submission of the form to Citizens. A form is considered completed when the form is filled out in its entirety, with accurate information, signed by all required parties, and accompanied by all requisite documentation, including supporting photos, both those as required by the form and any necessary additional photos.
- 4. **Mobile Home:** Inspections must identify the general condition of the mobile home, including any hazards or maintenance issues observed. It must also identify the method and materials used to tie it down.
- 5. High Value Property: Vendor will provide High Value Property Inspections as ordered by Citizens. This will require the Inspector to physically inspect and measure the subject building(s) and/or appurtenant structures (inclusive of pools), measure the accurate square footage, enter the data into a replacement cost estimation tool identified by Citizens, and report the results to Citizens. Vendor must also identify and document custom or unique features associated with higher value homes. High Value Property reports must be based upon the entire building square footage and include all internal and external components of the structure in their entireties. A narrative justifying any deviations from expected standards must be included with all reports when a deviation exists. All reports must include comprehensive photos of the internal and external features of the building(s) and/or appurtenant structures justifying quality grades and deviations.
- 6. Replacement Cost Valuation: Vendor will provide Replacement Cost Valuations (RCV) as ordered by Citizens. This will require the Inspector to physically inspect and measure the subject building(s) and/or appurtenant structures, measure the accurate square footage, enter the data into a replacement cost estimation tool identified by Citizens, and report the results to Citizens. RCV reports must be based upon the entire building square footage and include all internal and external components of the structure in their entireties. All RCV reports must include photos of the building(s) and/or appurtenant structures. Anything other than standard quality construction must include photo documentation justifying the deviation.
- 7. **General Conditions/Four Point Combined:** Inspection must include a physical inspection of the building(s) and/or appurtenant structures to document the condition of the property, and identify any hazards or maintenance issues present. At minimum, all service requirements defined above for both the General Condition and Four Point must be followed.

B. Commercial Lines:

- 1. Wind Mitigation: For each building identified within the Assignment, the Wind Mitigation inspection(s) will include the inspection of the property, the completion of the appropriate form and the submission of the form to Citizens. A form is considered completed when the form is filled out in its entirety, with accurate information, signed by all required parties, and accompanied by all requisite documentation, including supporting photos. Commercial Wind Mitigation Inspections may consist of the following services:
 - One (1) to three (3) story building(s): a completed Attachment L, Uniform Mitigation

Verification Inspection Form (OIR B1-1802) or OIR's latest version which describes the existence of all allowable mitigation features and all requisite accompanying documentation of mitigation features.

- Four (4) story or more building(s): a completed Attachment M, Citizens form MIT BT II
 and III (11/11), or Citizens' latest version which describes the existence of all allowable
 mitigation features and all requisite accompanying documentation of mitigation
 features.
- 2. Replacement Cost Valuation: Vendor will provide Replacement Cost Valuations as ordered by Citizens. This will require the Inspector to physically inspect and measure the relevant features of the subject building(s) and/or appurtenant structures, accurately calculate the dimensions in square feet, enter the data into a replacement cost estimation tool identified by Citizens, and report the results to Citizens. Valuation reports must be based upon the entire building(s) square footage and include all components of the structure in their entirety (e.g. balconies, walkways, common areas, etc.). For interior unit building and finish quality, the Inspector shall use the quality represented as finished at the time of construction for each valuated building and will disregard any upgrades made by individual unit owners.

The construction types used must be based on the actual features of the building inspected using construction definitions as stipulated by Citizens. Reports must include the system-generated worksheet, and must be fully detailed. All adjustments made to line items must be documented in an addendum to the report and must include a detailed justification for the adjustment, as well as a detailed explanation of how the adjusted value was determined.

- 3. General Conditions/Four Point Combined: Utilizing the Citizens identified form or subsequent version (see Attachment K) or equivalent form, inspections must include a physical inspection of the specified structure to document the condition of the property, and identify any hazards or maintenance issues present. Photographs must be provided with these inspections to confirm details. For each structure inspected, Four Point Inspections must identify and describe all electrical, mechanical (HVAC), roofing & plumbing systems, document the current age or year updated of each primary system component with photographs, and identify all observed system-related risks and hazards. Inspection reports must document the general condition of the roof and any need for repair or replacement of all other systems. System and shut-off valves must also be identified. At minimum, the photos must include each elevation of the specified structure(s).
- 2.4 MINIMUM REQUIREMENTS: Failure to meet and sustain the below minimum requirements may result in not being eligible for consideration for award or may result in termination or suspension of Services. Citizens employs a comprehensive and ongoing credentialing management process for professional services including for the Services. Vendor shall participate in Citizens' credentialing management process and ensure that all minimum requirements and/or credentialing requirements are met by Vendor and/or Vendor's Staff. Citizens may change credentialing requirements as it deems appropriate in response to changing business, regulatory and technological requirements and capabilities and Vendor shall comply with any credentialing requirement changes implemented by Citizens prior to accepting any new Assignments.

A. Vendor Requirements:

- 1. **Years in Business:** Vendor and/or its principal owners shall have been operating as a business providing property inspection services in Florida for a minimum of five (5) consecutive years preceding the date of this solicitation.
- 2. **Location of Service:** Vendor will not be required to provide statewide coverage for Assignments but shall choose territorial zones based on County as identified in Attachment D, Price Sheet.

- 3. **Corporate Offices:** Vendor's primary corporate offices shall be located in the United States.
- 4. Multilingual Services: Vendor shall provide multilingual language interpretative services for Citizens' policyholders, agents, and staff to facilitate successful communication in scheduling of appointments, discussion of results, and general communications. This multilingual service may be provided directly by Vendor employees or through a third party contractor.
- 5. Photo Identification: Vendor shall provide identification to all Inspectors and other staff that interact face-to-face with Citizens' policyholders, agents and staff, prior to any Assignment being given. The identification shall include at minimum, Inspectors or employee name and photograph as well as Vendor's company name and company phone number. All Vendor Staff who interact with Citizens policyholders face to face, regardless of role, shall be required to carry and display this identification to Citizens policyholders, agents, or staff.
- 6. **Phone Support:** Vendor shall provide phone support from 8 am 6 pm ET, Monday through Friday. Phone support will consist of live call answering to schedule inspections, answer questions, and provide information or clarification on inspections or the resulting reports. After hours phone support shall be provided for hours outside of those stated above with response or call back the next business day. After hours support may be either a staffed position or a recorded messaging option.
- 7. **Vendor Staff Training**. At its sole discretion, Citizens reserves the right, to institute trainings via a learning management system that tracks and records Vendor Staff training and scores.
 - Vendor must provide all training in its entirety prior to Vendor Staff receiving and accepting any Assignments or otherwise performing the Services.
 - As Citizens identifies additional training throughout the life of the Contract, Vendor Staff must also complete the additional training within the number of days specified by Citizens and upon delivery of material to Vendor.
 - a. Vendor must provide recertification training with Citizens-issued training materials. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, applicable documents and the training site location. Citizens' certification requirements could include but may not be limited to training on:
 - Citizens' policy history, background, interpretation and application;
 - Citizens-specific systems, procedures, guidelines, etc.;
 - Assignment workflow;
 - Communications expectations;
 - Public Records requirements; and
 - Ethics and confidentiality requirements.
 - b. In addition, Vendor shall ensure that all Vendor Staff are properly trained and proficient in the use of the most recent version of the replacement cost estimating software utilized by Citizens.
- **B.** Vendor Staff Requirements: Prior to any Inspector receiving an Assignment on behalf of Citizens, the Inspector must meet the minimum qualifications as identified in Attachment J and the following requirements:

- Criminal Background Check: All Inspectors performing the Services must pass the criminal background check process set forth in Section 2.5 of Attachment N, Standard Contract Terms and Conditions.
- 2. **Inspector Photo Identification:** All Inspectors who interact face-to-face with Citizens policyholders, agents and staff must carry photo identification at all times. Inspector must wear identification, in a location visible to all, at all times during the inspection or with face-to-face interaction with any Citizens policyholder, agent, or staff. See Section 2.4.A.5.
- 3. Inspector physical requirements: The Inspector position requires the ability to sit or stand for long periods of time, communicate over the telephone, and key frequently on a computer (2 or more hours per day). Inspectors must have the ability to be mobile, operate a motor vehicle, climb a ladder and ability to inspect roofs, inspect homes including attics and crawl spaces, and perform activities associated with measuring and taking photos. Reasonable accommodations for persons with disabilities are permitted.
- 4. **Equipment:** Inspectors must have all necessary equipment required to complete inspections including but not limited to:
 - Ladders
 - Flashlights
 - Screwdrivers
 - Tape Measures
 - Digital Cameras

Citizens will not accept delays in the completion of Assignments due to Inspector's failure to have proper equipment. Failure to have proper equipment to fully inspect a property may be grounds for dismissal from working on future inspections on behalf of Citizens.

2.5 QUALITY CONTROL:

- A. Quality Assurance and Quality Control Standards: During the negotiations phase of this solicitation, Citizens and Vendor shall agree on the performance measurements for the Services. These performance measurements will be used to evaluate and track Vendor's performance and service levels per Section 2.6, of this solicitation. If Vendor's performance level falls below an acceptable level, Citizens may notify Vendor in writing of corrective action requirements. At its discretion, Citizens may establish reasonable guidelines to assist in the Quality Assurance and Quality Control process and procedures.
- B. Quality Assurance and Quality Control Audits: Citizens reserves the right to perform periodic Quality Assurance audits on Inspectors. Vendor shall cooperate fully with Citizens during such audits including promptly allowing access to all records related to the Services. In addition to periodic Quality Assurance audits, Citizens' representatives shall have the right during normal business hours, and upon delivery of reasonable advance notice, to inspect, audit, copy and make extracts from Vendor's records relating to the Services. If deficiencies are identified, Vendor shall comply with Citizens' recommendations upon completion of such audit.
- C. Vendor Account Review: Vendor shall also work in cooperation with Citizens in a self-assessment process which includes the development and execution of self-assessments and the utilization of the results for continuous improvement. Vendor shall provide to Citizens a quarterly business review in addition to periodic updates as requested by Citizens. Citizens will provide any specific due dates and/or formats pertaining to the above-mentioned reports. The quarterly business review must provide an overall summary of performance for the performance period, performance ratings overall, a summary of key strengths, and opportunities for improvement. Vendor's success in meeting or exceeding performance expectations or operation functional capacity may be rewarded with increase in frequency of Assignments. Conversely, marginal performance, poor performance or "for cause" situations may result in reduced Assignments and the need to provide additional reviews.

2.6 SERVICE LEVEL STANDARDS: Citizens expects that all services provided by the Vendor will meet or exceed the standards set forth in this solicitation. As part of this requirement, Citizens may require Vendor and Vendor's Staff to participate in meetings, teleconferences or trainings to discuss, assess and calibrate the delivery of any of the Services. Any Service standard set forth below may be modified due to changes in state law, judicial decision or administrative regulation. An unexcused failure to achieve a Service standard may result in the withholding of payments due Vendor for that Service.

All Service standards will be measured through the applicable Citizens system for compliance or as otherwise defined by Citizens. Without limiting the foregoing, Vendor and / or its staff must:

- 1. Update the applicable Citizens system with routine status reports, notes and other file documentation as directed by Citizens;
- 2. Follow up on phone calls, correspondence and requests as necessary to any and all parties;
- 3. For Personal Lines Assignments:
 - Acknowledge Vendor's receipt and acceptance of the Assignment within 2 business day;
 - Ensure that each Assignment is completed and a complete report, including all supporting documentation, is returned to Citizens within 15 business days of the Assignment;
 - Respond to all communications, whether written or verbal, from Policyholders, Agents, or Citizens Staff, within 2 business days;
 - Submit all photos in digital high resolution, 4 X 6 photos, no more than two per page;
- 4. For Commercial Lines Assignments:
 - Acknowledge Vendor's receipt and acceptance of the Assignment within 2 business days;
 - Contact insured or the insured representative within 5 business days from acknowledgement of Assignment;
 - Ensure that each Assignment is completed and a complete report, including all supporting documentation, is returned to Citizens within 30 business days of the Assignment:
 - Respond to all communications, whether written or verbal from Policyholders, Agents, or Citizens Staff within 2 business days;
 - Submit all photos in digital high resolution, 4 X 6 photos, no more than two per page;
- 5. Inspection Report Standards: In addition to report requirements identified in the description of the Services referenced in Section 2.3, at minimum, the following general report requirements must be adhered to:
 - Inspection reports must include the name, signature, and license number of the Inspector who completed the inspection.
 - For the inspection report to be considered complete the report must include: photographs, notes, written descriptions, sketches, and other documentation as required and identified by Citizens.
 - Inspection reports must be delivered in an electronic format or as otherwise specified by Citizens. Document protection may be required to restrict others from changing the reports. Upon request by Citizens, Vendor may need to provide photographs in a JPG format or another electronic format agreed upon by Citizens.
- **PERFORMANCE CREDITS:** The parties recognize that the failure to deliver timely inspection reports in accordance with Section 2.6 will result in harm to Citizens which is not easily quantifiable. Therefore, in addition to any other remedies available to Citizens under the Contract, the parties agree to the assessment of the following credits ("Performance Credits"):

If a properly completed inspection report, including all supporting documentation, is not returned to Citizens within 15 business days after a Personal Lines Assignment is made, or 30 business days after a Commercial Lines Assignment is made, Citizens will be due a Performance Credit of **ten percent (10%)** of the amount due for that Assignment. Performance Credits will not be due if the cause of delay is proven by Vendor to be wholly beyond Vendor's reasonable control, such as inability to access the subject property. Unless otherwise agreed, Performance Credits will be calculated and assessed on quarterly basis by Citizens.

2.8 <u>DELIVERABLES SCHEDULE</u>: The following table will be finalized during the negotiation phase and included in the contract resulting from this solicitation:

Deliverable	Description	Due Date
Inspection Reports	Vendor shall submit to Citizens at the completion of every Assignment, a detailed inspection report for the Services described in Section 2.6 and following the minimum standards set forth in Section 2.6. Upon delivery, these reports become the property of Citizens and may be distributed to others as Citizens deems appropriate.	Per Service Level Standards set forth in Section 2.6.
Vendor Account Review	As required in Section 2.5	Quarterly or as otherwise requested by Citizens
Monthly Inspection Summary Report	Summarized Information (excel format): A. Inspection company name B. Contract Number C. Month and Year of Report D. Total Invoice Expense Per Month and Per Year to Date (by Personal Lines/Commercial Lines) E. Total Volume for the Month of Reporting on received Assignments, accepted Assignments, and submitted complete Assignments (by Personal Lines/Commercial Lines)	Monthly, by the 15 th day of the following month or as otherwise directed by Citizens
Monthly Inspection Itemized List Report	Itemized Information (excel format) A. Business Unit (Personal Lines and/or Commercial Lines) B. Policy Number C. Assignment Number D. Inspection Type E. Inspection Status F. Inspector Name G. Date and Time Assignment Sent to Vendor (as per Citizens' system) H. Date and Time Vendor accepts	Monthly, by the 15 th day of the following month or as otherwise directed by Citizens

	Assignment (as per Citizens' system) I. Date Vendor submitted Completed Assignment J. Overall cycle time K. Cost of Inspection	
Conflict of Interest (Vendor and Inspector	As required in Contract	Annually or as otherwise described in the Contract
Background Checks (Vendor and Inspectors)	As required in Contract	As otherwise described in the Contract
Proof of Licensing (Inspectors)	As required in Contract	Annually or as otherwise described in the Contract
Proof of Insurance	As required in Contract	Annually or as otherwise described in the Contract
Invoices	As required in Contract	Monthly

SECTION 3 RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

QUESTIONS: There is an open question period beginning upon release of the solicitation and ending on the date and time specified in the Calendar of Events. Vendors may submit questions in writing to the Procurement Officer identified on page 1 of this solicitation. Citizens will post answers to the questions on Citizens' website in accordance with the Calendar of Events so all questions and answers are made available at the same time to all Vendors.

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD OF THIS SOLICITATION.

- **3.2** CHANGES TO SOLICITATION: If any changes are made to this solicitation, such changes will be formally noted through an amendment or addendum posted on Citizens' website. It is Vendor's obligation to monitor Citizens' website to review amendments or addendums.
- 3.3 RESPONSES SUBMITTED ARE PUBLIC RECORDS: By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Records laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the "Public Records Laws"), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Records Laws. All Vendor Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If a Vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Records Laws (a "Protected Record") then Vendor MUST comply with the following process:
 - 1. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
 - 2. Submit a separate electronic copy of Vendor's Response or written communication with only the protected portions redacted; and
 - 3. Submit a separate redaction log that provides a specific legal authority justifying each redaction.

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

If Vendor has complied with the provisions of this section and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor. If a third party challenges Vendor's claim that the Protected Record(s) are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position and/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 directive to produce a Protected Record.

RESPONSE SUBMISSION: Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified in the Calendar of Events. Vendors should clearly identify the name and number of the solicitation on the front of the Response as follows:

ITN 16-0006: Property Inspections Administration for Underwriting

3.5 **RESPONSE FORMAT:** This section prescribes the format in which Responses are to be

submitted. Any information deemed appropriate by Vendor may be included, but must be placed within the pertinent sections.

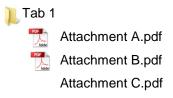
Citizens is under no obligation to look for responsive information contained in incorrect sections or not organized according to these instructions. All Responses must contain the sections outlined below. All Responses should include numbered sections clearly separating and identifying each section as indicated below.

It is Vendor's responsibility to provide complete answers and/or descriptions for all areas in 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. Responses are evaluated on the information and materials provided in the written Response, and the use of outside materials or external website links is not allowed. Any links provided in a Response will not be reviewed or used to score Responses.

- A. <u>Original CD Response:</u> Vendor **shall submit** with their Response one (1) CD original of its entire Response.
- B. Redacted Copy of Response: In addition to the CD required in Section A. above, if Vendor asserts that its Response contains information that is exempt from disclosure under Florida's Public Records Laws, Vendor must submit an additional CD with their Response containing a full "Redacted" electronic version of their Response in accordance with Section 3.3, above. This CD should be labeled "Redacted Response" and be void of any information Vendor deems exempt from Florida's Public Records Law.
- 3.6 RESPONSE CONTENTS: The purpose of Vendor's Response is to demonstrate its qualifications, competence and capacity to provide Services in conformity with the requirements of this solicitation. Responses should include all components and information identified in this section and be organized as specified below:
 - The CD-ROM should have separate folders for each Response "Tab."
 - Tab folders should be plainly titled "Tab 1," "Tab 2," etc., as shown below.



 Attachments should be plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown below.



- Response areas that require form submissions (e.g., occupational licenses, financial documents, insurance certificates, etc.) should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each of the "Tab" folders should contain the corresponding documents as requested below.

Tab 1. Forms: Vendor **shall submit** in this section:

- 1. Attachment A, Vendor Contact Information Form
- 2. Attachment B, Vendor Conflict of Interest Disclosure Form (Form No.: 501b);
- 3. Attachment C, Responsible Vendor Review Form.
- 4. Attachment E, Vendor Diversity Declaration Form (if applicable).
- Tab 2. Vendor shall submit in this section a completed copy of Attachment D, Price Sheet.
- **Tab 3.** Qualifications: Vendor shall submit in this section the following information:
 - 1. Attachment F, Vendor Experience and Qualifications Questionnaire.
 - 2. Attachment G, Vendor Resources.
- **Tab 4.** <u>Financial Information</u>: In this section, Vendor **shall submit** the financial information requested in Attachment H, Financial Review Form. This information will be reviewed by Citizens' Vendor Management Office, with the assistance of an independent CPA, to evaluate on a PASS/FAIL basis Vendor's financial stability, viability, and capacity.
- 3.7 <u>EVALUATION AND NEGOTIATION PROCESS</u>: Citizens will conduct a comprehensive review to validate all timely submitted Responses for compliance with the mandatory requirements. Failure to meet any mandatory requirement will result in rejection of Vendor's Response. Responses that comply with mandatory requirements will be forwarded to the evaluation team members for individual and independent review and evaluation using the allocation of scores as indicated below.
 - **A.** PHASE 1 RESPONSIVENESS REVIEW: Failure to provide any of the mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) or a "FAIL" of any portion of 3.7 A.1.a. d. below **will result in disqualification** of Vendor (as non-responsive or non-responsible).
 - 1. Pass/Fail Criteria Review: A PASS/FAIL determination will be made after review of the information contained in:
 - a. Attachment A. Vendor Contact Information Form
 - b. Attachment B, Vendor Conflict of Interest Disclosure Form
 - c. Attachment C, Responsible Vendor Form
 - d. Financial Information provided in accordance with Attachment H.
 - **B. PHASE 2 WRITTEN RESPONSE EVALUATION:** For the purpose of evaluation, scoring and ranking Responses, the following reflects the maximum number of points that may be awarded for each criterion:

TAB NO.	EVALUATION CRITERIA	MAXIMUM POINTS
2	Pricing – Attachment D	30 Points
2	Inspection Types Offered – Attachment D	10 Points
2	Zone Commitment – Attachment D	10 Points
3	Vendor Experience and Qualifications Questionnaire, Attachment F	
3	Vendor Resources – Attachment G	
	Total Points:	100 Points

 Pricing Point Allocation. The following formula will be used to evaluate Price. The lowest total price for a Mobile Home and a General Conditions inspection as proposed on Attachment D will be awarded 30 points and henceforth be known as Lowest Total Cost (LTC). Responses of other Vendors will be scored using the following methodology: LTC divided by the Response Cost (RC) being considered times the maximum score of 30 will equal the points awarded.

Formula: (LTC / RC) x 30 = Score

- 2. **Statewide Service.** Vendors who provide Service to all Zones listed in Attachment D, Price Sheet, and who have resources sufficient to cover all Zones, will receive 10 points.
- 3. **Additional Inspection Types.** Vendors who offer to provide Citizens with Inspection Types other than Mobile Home and PL General Conditions, as shown on Attachment D, Price Sheet, will receive additional points for each such Inspection Type.
- 4. **Vendor Qualifications and Experience Point Allocation.** The information provided in Attachment F, Vendor Experience and Qualifications Questionnaire, will be reviewed by each member of the Evaluation Team. Points will be based on the average score of the Evaluation Team members.
- 5. Vendor Resources Point Allocation. Points will be awarded based on the information provided in Attachment G, Vendor Resources Form. Point preferences will be based on the total number of inspectors per zone. The highest number of resources will receive the highest ranking and maximum points. All other Vendors will be scored according to their ranking.
- 6. **Evaluation Team Rankings.** The total scores of each Vendor will determine the initial rankings. The Evaluation Team will meet in a public meeting to review the scores and rankings in order to determine which Vendors will advance to Phase 3 Negotiations.
- **C. PHASE 3 NEGOTIATIONS:** Citizens' negotiation team may commence negotiations with one or more of the Vendors advanced to Phase 3. Phase 3 will proceed as follows:
 - 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 will
 commence negotiations with the highest-ranked Vendor and either (i) recommend an
 award of contract after negotiating with that Vendor, or (ii) move to next highest-ranked
 Vendor(s) until a best value determination is made.
 - 2. Vendors advancing to negotiations may be required to make a telephonic or other presentation to the negotiation team, and provide references. Any written summary of presentations 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 Response. Failure to provide requested information may result in rejection of the Response.
 - 3. The focus of the negotiations will be on identifying the Vendors who provide the best value to Citizens based upon the requirements of this procurement and the following selection criteria:
 - Vendor's prior relevant experience and demonstrated ability to effectively provide the Services requested;
 - Vendor's overall approach to providing the Services, including any quality control measures, service level assurances;
 - Vendor's proposed pricing for the Services;

- The depth and experience of the Inspectors proposed by Vendor;
- Vendor's willingness and ability to provide the Services in multiple locations throughout Florida;
- The quality of any references (whether provided in a Response or contacted independently by Citizens); and
- The reasonableness of the contractual terms, including service level agreements.

The negotiation team may modify or add to this selection criteria provided that such changes are disclosed in advance 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 Vendors; the final decision of which Vendors will be recommended for award may be made based by a majority vote of the negotiation team members.

- 4. Citizens reserves the right to utilize subject matter experts, subject matter advisors and other advisors to assist the negotiation team. The negotiation process may also include negotiation of the terms and conditions of the contract.
- 5. As part of the negotiation process, Citizens may contact references provided to obtain independent verification of the information contained in the Response and to assess the extent of success of the projects associated with those references. Such contact is in addition to any verification sought upon initial submission of a Response. Citizens also reserves the right to contact references not provided by Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence negotiations and best value determination.
- 6. Before award, Citizens reserves the right to seek clarifications, to request Response revisions, and to request any information deemed necessary for proper evaluation of Responses. If necessary, Citizens will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the contract model will serve Citizens' needs and is determined to provide the best value to Citizens.
- 7. 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 BAFOs to one or more of the Vendors with which the negotiation team has conducted negotiations.
 - Prior to contract execution, clarifying changes may be made to contract documents. If BAFOs are requested they will be delivered to the negotiation team for review. 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.
- 8. 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.
- Vendor will formally execute the Contract. The Contract shall set forth all of the terms and conditions agreed to during negotiations. For Vendor's information, Attachment N sets forth Citizens' Standard Terms and Conditions that Citizens will request in the Contract, including insurance requirements. Citizens is willing to make reasonable changes and additions to these Standard Terms and Conditions as needed to conform to industry practices and Vendor's proposed solution. Any questions or issues with these Standard Terms and Conditions may be raised during the Questions period described in the Calendar of Events, or during the Negotiations Phase.
- 3.9 ASSIGNMENTS OF WORK: Citizens expect to sign Contracts with multiple Vendors to meet its

Service requirements. Assignments of work will be made based on considerations and circumstances in effect at the time of the Assignment and will be at Citizens' sole discretion. Citizens cannot guarantee any volume of work to a particular Vendor, not can Citizens make assurances that the highest ranked Vendors will receive a higher percentage of the Assignments.

3.10 <u>VENDOR'S REPRESENTATION</u>: Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements of this solicitation.

SECTION 4 SOLICITATION GENERAL CONDITIONS

- **4.1 PROTESTS:** There are two types of procurement decisions that may be challenged:
 - There may be a protest of the terms, conditions, and specifications contained in the solicitation, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, or negotiating, modifying or amending any contract. A notice of intent to protest, made pursuant to this paragraph, must be filed in writing with Citizens' Clerk within 72 hours after the posting of the solicitation (excluding Saturdays, Sundays and state holidays); or
 - 2. A person adversely affected by Citizens' intended decision to award a contract or to reject all Responses pursuant to Sections 287.057(1) or (3)(c), Fla. Stat., may challenge the intended decision. A written notice of intent to protest, made pursuant to this paragraph, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of its intended decision.

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 the notice of intent to protest is filed. The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedure: Procurement Protests (Section 4-5.00). Questions or statements submitted to the Procurement Officer do not constitute formal notice of a protest.

Any protest concerning this solicitation shall be governed by Section 627.351(6)(e), F.S., and Citizens' Board of Governors Procedures: Procurement Protests, which is located at: https://www.citizensfla.com/shared/generalInfo/pdf/ProcurementProtestsProcedure.pdf. Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to Section 627.351(6)(e), Fla. Stat., 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 2312 Killearn Center Blvd, Building A Tallahassee, FL 32309 Email: Agency.Clerk@citizensfla.com

- **4.2 COSTS OF PREPARING RESPONSES:** Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including costs for materials, meetings and/or travel, if applicable.
- 4.3 <u>DISPOSAL OF RESPONSES</u>: Other than Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Response received in response to this solicitation. Selection or rejection of the Response will not affect this right.
- **4.4 ELECTRONIC POSTING:** Citizens will electronically post all notices, solicitation documents and addenda on Citizens' website which is located at https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm.

- 4.5 <u>WITHDRAWAL OF A RESPONSE</u>: A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of Vendor, delivered to the Procurement Officer before the opening date listed in the competitive solicitation. Any Response submitted, and not properly withdrawn, shall remain a valid Response for one hundred and eighty (180) calendar days after the opening date. All Responses submitted shall remain property of Citizens and may be subject to the Public Record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.
- 4.6 MINOR IRREGULARITIES / MATERIAL DEVIATIONS: Citizens reserves the right to waive any minor irregularity which reflects a non-material deviation if Citizens determines that doing so will serve Citizens' best interests. Citizens may reject any Response with a material deviation or Response not submitted in the manner specified by the solicitation documents.
- 4.7 MISREPRESENTATION: 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 Response. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including any renewal period(s).
- 4.8 NO PRIOR INVOLVEMENT AND 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 solicitation.
- 4.9 NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE: In the event that a Contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor under this solicitation. 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 under the solicitation's terms and conditions is found.

END OF DOCUMENT