



**INVITATION TO NEGOTIATE NO. 15-0026
FOR
REPLACEMENT COST ESTIMATION SERVICES**

September 29, 2015

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

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION

- 1.1 Statement of Purpose
- 1.2 Specific Goals of the ITN
- 1.3 Questions Being Explored and Facts Being Sought
- 1.4 Citizens' Background
- 1.5 Diversity
- 1.6 Contract Term
- 1.7 Calendar of Events
- 1.8 No Contact or Lobbying
- 1.9 Public Meetings

SECTION 2 – SCOPE OF SERVICES

- 2.1 Definitions
- 2.2 Minimum Service Requirements
- 2.3 Additional Functionality Aspirations (Non-Mandatory)

SECTION 3 – RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

- 3.1 Questions
- 3.2 Changes to Solicitation
- 3.3 Responses Submitted Are Public Record
- 3.4 Response Submission
- 3.5 Response Format
- 3.6 Response Contents
- 3.7 Evaluation and Negotiation Process
- 3.8 Execution of Contract
- 3.9 Vendor's Representation

SECTION 4 – SOLICITATION GENERAL CONDITIONS

- 4.1 Protests
- 4.2 Costs of Preparing Responses
- 4.3 Disposal of Responses
- 4.4 Electronic Posting
- 4.5 Withdrawal of a Response
- 4.6 Minor Irregularities / Material Deviations
- 4.7 Misrepresentation
- 4.8 No Prior Involvement and Conflicts of Interest
- 4.9 Negotiation Subsequent to Termination for Cause
- 4.10 Consideration of Terms and Conditions

ATTACHMENTS:

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

- Attachment A – Vendor Conflict of Interest Disclosure Form
- Attachment B – Responsible Vendor Review Form
- Attachment C – Vendor Diversity Declaration Form

- Attachment D – Price Sheet
- Attachment E – Corporate Background Form
- Attachment F – Business Continuity and Disaster Recovery Questionnaire
- Attachment G – Financial Review
- Attachment H – Standard Terms and Conditions for Replacement Cost Estimation Services

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist (“Checklist”) identifies the mandatory submission requirements that must be included in 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 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 prior to completion of the Responsiveness Review Period **may result in disqualification** of 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 Section 1.7, Calendar of Events	1.7
☐	One (1) electronic version of the Proposal in the form of a compact disk (CD)	3.5
☐	Attachment A, Vendor Conflict of Interest Disclosure Form	3.6, Tab 1
☐	Attachment B, Responsible Vendor Review Form	
☐	Attachment D, Price Sheet	3.6, Tab 2
☐	Attachment F, Business Continuity and Disaster Recovery Questionnaire	3.6, Tab 3
☐	Attachment G, Financial Review	3.6, Tab 4

SECTION 1 INTRODUCTION

- 1.1 STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking Responses from qualified Vendors capable of providing a software solution to calculate replacement cost estimates (RCEs) for residential, residential high-value, commercial residential, commercial non-residential risks and mobile homes. These services will be provided by one selected Vendor for underwriting purposes only (e.g. not to adjust claims). The RCE software service must be able to integrate with Citizens' in-house residential policy administration system, known as Citizens Insurance Suite, and must calculate valuations on both a replacement cost and actual cash value basis on all risk types.

Expected Benefits:

- Accurate and automated replacement cost estimates
- Consistent property estimation throughout the organization
- Increased ease of doing business

Currently, Citizens uses Verisk's 360 Value® for RCEs. This contract expires in mid-2016 with no renewal options.

- 1.2 SPECIFIC GOALS OF THE ITN:** The primary goal of this ITN is to identify and engage a Vendor who is best able to provide the solution at a high quality, competitive price, and subject to reasonable contractual terms and conditions.

- 1.3 QUESTIONS BEING EXPLORED AND FACTS BEING SOUGHT:** Citizens will explore many questions in selecting a Vendor offering the best value for the solution, including:

- What level of Vendor experience and expertise is needed to provide the Services? The services are more particularly defined in Section 2 of this ITN.
- How can Citizens seamlessly transition to a new Vendor if necessary?
- How can Citizens maintain consistent pricing plans for the estimating platforms used in Underwriting and those used in Claims?
- How much operational support is needed for Citizens to fully benefit from the Services?
- What related ancillary or additional services are available that will support Citizens' insurance underwriting process and strategic objectives?
- What service level agreements will adequately protect Citizens' interests?
- What pricing model is most appropriate for the Services?

- 1.4 CITIZENS' BACKGROUND:** 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>.

- 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. 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 following implementation and acceptance of Services. At Citizens' discretion, the contract may be renewed for up to two (2) additional years following the initial term. All terms, conditions and pricing will remain fixed for the entire term of the contract unless otherwise specified in the solicitation.

- 1.7 CALENDAR OF EVENTS:** 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:
09/29/15		Solicitation Released
10/07/15	2:00 PM ET	Pre-bid Conference
10/08/15	5:00 PM ET	Questions Due
10/15/15		Answers Posted
10/27/15	2:00 PM ET	Responses Due
10/28/15 – 11/04/15		Responsiveness Review Period
11/05/15 – 11/10/15		Evaluation of Responses
11/16/15	10:30 AM ET	Anticipated Date for Evaluation Committee Public Meeting to determine the Vendor(s) to Advance to Negotiations
11/17/15 – 12/10/15		Negotiations <i>(possible on-site meetings 12/1-3/15)</i>
12/11/15	2:00 PM ET	Public Meeting – Recommendation of Award

- 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 PUBLIC MEETINGS:** Public meetings related to this solicitation will be held on the dates and times indicated in Section 1.7, 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:** A 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:

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 advance to negotiations. The meeting will be held using the conference call number below:

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

Discussion between the Evaluation Team and the subject matter experts is permitted. However, since the purpose of this meeting is to announce the decisions of the evaluation team, 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, since the purpose of this meeting is to announce the decisions of the negotiation team, 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

2.1. DEFINITIONS:

- **Citizens Policy Administration System ("Citizens' System")** – means the policy administration system which is an in house on-line system used to submit, receive and review data on insurance policies. Citizens currently uses Guidewire Policy Center, modified for Citizens' needs, however, Citizens may change the system used for this purpose by providing 60 days notice to Vendor's Contract Manager.
- **Clearinghouse** – means the Property Insurance Clearinghouse which is a program that identifies private-market insurance options for consumers who believe Citizens might be their only choice for property insurance. The clearinghouse, a fully automated system using consumer information and property characteristics, attempts to match these risks with participating private-market insurance companies willing to write comparable coverage at rates equal to or less than Citizens' rates.
- **Depopulation** – The Florida Legislature authorized Citizens to develop a depopulation program to reduce the number of its insured properties and exposure. The Depopulation program accomplishes this goal by working with private-market insurance companies willing to offer coverage to Citizens policyholders. These companies make offers to Citizens policyholders based on policyholder information and property characteristics provided by Citizens. In this way, Citizens can transfer policies back to the private insurance market.
- **End User** – the people who will require access to the Vendor System including agents, agency staff, business process outsourcing partners, underwriters, and/or other Citizens staff.
- **Florida Market Assistance Plan (FMAP)** – means the free service provided by the State of Florida and is designed to match a consumer's property characteristics to Florida-licensed agents who have indicated they are able to offer coverage with a private property insurance carrier. FMAP provides opportunities for agents to offer coverage to existing Citizens policyholders through Citizens Policy Data Reports containing information about existing Citizens policies.
- **Replacement Cost Estimations (RCE)** – means the price calculated, on both a replacement cost basis and an actual cash value basis, for residential, residential high-value, commercial residential, commercial nonresidential buildings, and mobile homes.
- **Response** – means all materials submitted by Vendor to Citizens pursuant to this solicitation.
- **Responsiveness Review Period** – the period of time when Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period.
- **Services** – means all Services and Deliverables to be provided by Vendor under the terms of this solicitation. If any service or Deliverable is not specifically described in this solicitation, but is necessary for the proper performance and provisioning of the Services, that Service or Deliverable shall be included within the definition of Services to the same extent and in the same manner as specifically described herein. Deliverables is more particularly defined in Section 2.3 of this ITN.
- **Standardize** - The process of changing addresses to adhere to USPS standards. The USPS defines a standardized address as "one that is fully spelled out, abbreviated by using the Postal Service standard abbreviations . . . or as shown in the current Postal Service ZIP+4 file."
- **Vendor** – means an entity that responds to this solicitation.
- **Vendor System** – means the RCE Software tool offered by Vendor to deliver the services to Citizens in accordance with the specifications and requirements of this solicitation.

2.2. MINIMUM SERVICE REQUIREMENTS: Failure to satisfy the below minimum requirements will result in not being eligible for award:

A. OPERATIONAL FOUNDATION: Citizens is seeking a solution that will allow an End User the ability to calculate replacement cost, and/or actual cash value estimations for all Citizens' products on all lines of business. Citizens' products include, but are not limited to, homeowners, mobile home, dwelling, commercial residential and commercial non-residential products. The solution must allow an End User to enter a property address in a user interface, which will trigger the system to:

1. "Scrub" (apply GIS best practices to standardize) and validate the address.
2. Dependent on the product type chosen, and at the direction of Citizens, preset to the appropriate valuation type (replacement cost or actual cash value).
3. Leverage other sources for verification or inclusion of data such as year built, square footage, and/or construction type. Other sources shall include, at minimum:
 - a. Realtor; or
 - b. property assessor; or
 - c. appraiser; or
 - d. county records; or
 - e. other acceptable source as agreed to by Citizens; or
 - f. any combination of the above.
4. Using the information gathered in Section 2.2.A.3, the solution shall pre-populate available data into the estimate, and allow for editing of the data which will streamline the entry process and reduce interview time.
5. Provide a comprehensive range of specific building characteristics for the End User to enter and/or validate if available and pre-populated into the estimate, which will be used to determine the calculation/valuation.
6. Provide the ability for an End User to define a unique feature or user defined feature.
7. Allow Citizens to designate if unique features or user defined features are mandatory or optional fields.
8. Return an estimated value based on a property address and other property characteristics and data elements.
9. Allow for the inclusion of contents valuations.
10. Provide valuation options for other structures both attached and detached.
11. Valuation estimates shall be based on current costs (materials, labor, permits, etc.) in the applicable geographical area in which the building exists.
12. Integrate with Citizens' Policy Administration System and allow an End User to request a valuation via Citizens' System and receive the estimation back within the Citizens' System;
13. Uniquely identify each property valuation for tracking and matching purposes to the property being valued by using a valuation ID, regardless of how the valuation is initiated.

B. VERSIONING AND VERSION CONTROL: The solution provided by the Vendor shall allow End Users, if needed, to view, create, edit, compare, print, and/or email multiple valuations created on the same building. The solution must:

1. Highlight differences from one version to another version when multiple valuations exist on the same risk.
2. Allow edits to be made on a copy of an existing valuation. When this process is used, a new valuation unique identifier must be attached to the new version and the original valuation must remain unchanged.
3. When a new version is created, the solution must provide version control with date, time, and user stamp for each version of a valuation created for a specific building (audit traceability).
4. Provide search functionality for valuations based on building address, or other unique characteristics such as valuation number, insured name, agent, etc.
5. Once a prior valuation is identified through search functionality, the valuation must be able to be pulled into active use and edited, under a new version number;

- C. **OUTPUT:** The solution shall provide the capability to print, email, save, export, and/or store each valuation and/or version. The solution must:
1. Generate a full detailed report showing all input values that produced the valuation.
 2. Provide completed valuations in both xml format and pdf format.
 3. Include versioning information with date, time, and user stamp.
 4. Include an explanation, comprehensible to consumers, of RCE, how it is used, and why it is used for insurance underwriting.
 5. Provide the ability to allow a comparison report to print highlighted differences in each version.
- D. **BATCH:** As a solution for possible book of business or other bulk valuations, the solution can be able to provide support for batch functionality for all valuation types.
- E. **ACCESS TO DATA:** Citizens understands that the property data it receives from Vendor may be considered copyright and/or trade secret material. However, in order to allow Citizens to fully use the property data and comply with applicable laws, the parties agree that the following persons will access the property data through Citizens Policy Administration System, Clearinghouse solution, takeout or other Depopulation program, or other manual process:
1. Citizens' employees
 2. Citizens' policyholders
 3. Citizens' insurance agents
 4. Other authorized personnel pursuant to Citizens' contracts with temporary employees or outsourced vendors
 5. Insurers who evaluate and accept policies from Citizens as part of Citizens' Depopulation, Clearinghouse or other programs designed to reduce Citizens' size.

Upon request, Citizens will work with Vendor to (i) institute reasonable controls on how Citizens provides access to the property data, and (ii) require non-disclosure agreements, where appropriate.

Florida law requires Citizens to create programs to help return Citizen's policies to the private market and reduce the risk of post-storm assessments for all Floridians. The Depopulation program, the Clearinghouse program, and the FMAP program accomplish this goal by working with private-market insurance companies that would like to offer coverage to Citizens policyholders or homeowners seeking insurance with Citizens. These programs require the sharing of data to facilitate participating carriers assessing, evaluating, and quoting coverage with the end result being the return of policies to the private market.

2.3. **ADDITIONAL FUNCTIONALITY ASPIRATIONS (NON-MANDATORY):** Citizens would like the Vendor's System to provide:

A. **SERVICE FUNCTIONALITY:**

1. Include aerial imagery services, if directed by Citizens, to view, confirm, and measure property characteristics.
2. Offer a stand-alone and/or mobile product that can be accessible outside of Citizens' computing network.

B. **RISK AND CO-INSURANCE PRICING:** To ensure that Citizens does not over or under price its' risks and to facilitate Citizens' 80% Co-Insurance calculation for its Commercial Claims, it is Citizens' desire to utilize a System that provides pricing valuations consistent with Citizens' current claims estimating tool. The proposed solution should use unit cost pricing that aggregates to a square foot-based total replacement cost.

- C. **DATA RETRIEVAL/STORAGE FOR REPORTING:** The Vendor can provide the option to either export all data to Citizens systems or store all data within Vendor's system, including details of all property-specific characteristics. The solution can:
1. Allow all data fields to be configurable, exportable and/or reportable;
 2. Provide ad-hoc web based reporting functionality that allows for operational reports to be generated and filtered based on different characteristics such as defined range of dates, replacement cost values, and zip codes.
- D. **SUPPORT, SYSTEM CHANGES, AND MAINTENANCE:** Vendor should:
1. Allow client specific changes to the solution at no charge if placed in release schedule. Changes outside of the normal release schedule may be requested, and incur an additional charge.
 2. Update regional cost factors used in the calculation of the RCE on at least a quarterly and at least at the granularity of the three-digit ZIP code group with five-digit granularity preferred.
- E. **ACCESS AND SYSTEM ADMINISTRATION:** The solution should allow for an unlimited number of End Users. The solution should:
1. Allow for the administration of permissions to edit/update/view RCE valuations.
 2. Allow all End Users to view all valuations and/or data input, as managed through user permissions.
- F. **TRAINING:** The solution should be user friendly however, there may be a need to provide training to End Users. The Vendor should provide:
1. Unlimited training and access to online help/training.
 2. Provide a separate training environment, which every End User should be able to access.
 3. A training environment that supports and/or mimics current system production type activity. The training environment availability will be negotiated during the negotiation phase.
 4. A context-sensitive help system and online tutorials.
- G. **IMPLEMENTATION:** Citizens will require a significant amount of support from Vendor to successfully implement the Vendor's solution. Citizens is looking to partner with a Vendor that is capable of implementing a software solution which covers all important aspects of Citizens' current software operations and integrates into our current state. This integration would include the following:
1. Assisting Citizens with integration into current systems;
 2. Begin integration and configuration of the service immediately after contract execution by Citizens;
 3. A Project Manager assigned to be responsible for all Vendor activities and coordinate with Citizens' designated Project Manager who is in charge of overall project schedule and delivery;
 4. Vendor providing Citizens with a detailed project implementation plan that includes all milestones, activities and tasks required for complete implementation of the Services, defining Vendor's tasks as well as those expected of Citizens. This project plan should require approval in writing by both Citizens and Vendor before it can be considered the baseline project plan;
 5. Complete all necessary interfaces between Vendor's System and Citizens' policy administration system; and

6. Complete the system acceptance process, as described below or as agreed to by Citizens.
- H. SYSTEM ACCEPTANCE AND GO-LIVE DATE:** Final acceptance of the system should not occur until all documented requirements of this solicitation have been met, Vendor has demonstrated that the entire installation / implementation fulfills all requirements of the contract documents, and Citizens has provided a written acceptance. Citizens is seeking a Go-Live date within 120 days of contract execution.
- I. TECHNICAL SUPPORT:** Vendor should propose a support plan, including but not limited to, the following support services for internal End Users, unless noted differently below:
1. Technical telephonic support for all users.
 2. Technical support or professional services to assist with Citizens' system customization needs.
 3. Technical support or professional services to assist with data imports and extracts.
 4. Technical support or professional services to assist with third party integration as requested by Citizens.
 5. Technical telephonic support for Citizens IT staff, ideally available 24 x 7, 365 days.
- J. ADDITIONAL SERVICES:** Additional services may be required and are subject to negotiation based on the specific request.
- K. DELIVERABLES:** Vendor and Citizens will negotiate an agreed upon set of deliverables to be defined in the contract, including but not limited to:
1. Implementation Plan as described in Section 2.3.G., to be mutually agreed upon during contract negotiations.
 2. Delivery and implementation of a fully functional System as described in Section 2, Scope of Services and as mutually agreed upon by Citizens and Vendor.
 3. Certificate of Insurance meeting the requirements in Attachment H, Standard Terms and Conditions for Replacement Cost Estimation Services. Vendor shall submit certificate within 30 days of contract execution and on an annual basis thereafter, and / or when changes are made to the policy.
 4. Audited financial information provided in Response and on an annual basis thereafter.
 5. Business Continuity/Disaster Recovery Plan provided on an annual basis and/or upon changes to the plan.
 6. Knowledge Transfer Plan as described in Attachment H.

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SECTION 3

RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the solicitation and ending on the date and time specified in Section 1.7, 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 Record laws found in Ch. 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 Vendor Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If 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.

- 3.4 RESPONSE SUBMISSION:** Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified in Section 1.7, Calendar of Events.

Vendors should clearly identify the name and number of the solicitation on the front of the Response as follows:

ITN 15-0026: Replacement Cost Estimation Services

- 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 is required to be placed within the pertinent sections.

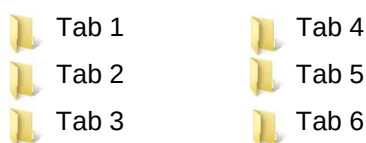
Citizens is under no obligation to look for responsive information contained in incorrect sections or that is not organized according to these instructions. All Responses must contain the sections outlined below. All Responses submitted should include numbered sections clearly separating and identifying 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 your company capabilities are or what items/services you can provide, even if you have 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.** Vendors are required to provide complete information and documentation within their submission which will be used for evaluation.

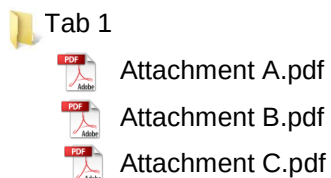
- A. Original CD Response: Vendor **shall submit** with their Response one (1) CD original of their entire Response.
- B. Redacted Copy of Response: In addition to the CD required in Section A. above, if Vendor asserts that its Response contains information that is exempt from disclosure under Florida's 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 Response area as requested below.

Tab 1. Forms and Documents: Tab 1 is separated into two areas as identified below:

A. Vendor **shall submit**:

1. Attachment A, Vendor Conflict of Interest Disclosure Form.
2. Attachment B, Responsible Vendor Review Form.

B. Vendor should submit:

1. Attachment C, Vendor Diversity Declaration Form: If applicable, Vendor should submit a notarized Attachment C, Vendor Diversity Declaration Form in this section. This form is for informational purposes only and will not be used in scoring your Response.

Tab 2. Pricing: Vendor **shall submit** a completed copy of Attachment D, Price Sheet in this section.

Tab 3. Business / Corporate Qualifications:

- A. Attachment E, Corporate Background Form: Vendor should submit a completed Attachment E, Corporate Background Form in this section.
- B. Vendor Experience: Vendor should submit a detailed description of its overall qualifications and experience as related to projects of similar size and complexity to the project described in Section 2 of this solicitation. In addition, detailed experience should be provided for:
 1. Projects where initial implementation and on-going support of existing clients meet or exceed the requirements of this solicitation.
 2. Projects where any transition services provided to clients meet or exceed the requirements of this solicitation.
- C. Business Continuity and Disaster Recovery: Vendor **shall submit** in this section a completed copy of Attachment F, Business Continuity and Disaster Recovery Questionnaire.

Tab 4. Financial Review: Vendor **shall submit** in this section the financial information requested in Attachment G, Financial Review. This information will be reviewed by Citizens' Vendor Management Office, with the assistance of an independent CPA, to determine Vendor's financial stability, viability, and capacity. Citizens will disqualify any Vendor not receiving a PASS determination as described in Attachment G.

Tab 5. Proposed Solution: Vendor should submit in this section a narrative description of its specific approach and plan for delivering the required Services to Citizens as contemplated in Section 2 of this solicitation in a cost-efficient and effective manner. The response should be divided into two separate components:

- A. System Functionality. Vendor should provide information to describe how well the proposed solution meets the goals, needs and expectations of Citizens as expressed in Section 2 of the solicitation. Specific detail should be included for the items listed below:
 1. Samples of data elements returned by Vendor's system and identify the types of sources that are used. (see Section 2.3)
 2. Valuation Methodology: Vendor should include a detailed description of the

valuation approach and how it meets the requirements of Section 2.

3. Sample reports that confirm the system provides the expected output as described in Section 2.2

B. Implementation. How does Vendor intend to assist Citizens in implementing the proposed solution? Vendor should provide a detailed written description of the implementation and transition services that will be offered to Citizens. Any costs associated with these activities should be included in Attachment D, Price Sheet. The description should include the following:

1. The number of staff that would be dedicated to Citizens and identify any and all services or functions related to this solution, that will be outsourced by Vendor's organization;
2. Detailed integration and implementation process regarding projects where initial implementation and on-going support of existing clients meet or exceed the requirements of this solicitation. This should include any and all set up, configurations, documentation, methodologies, system acceptance, data storage estimates, test environments and stages used in the implementation process; and
3. Detailed description of transition services regarding any transition services provided to clients who meet or exceed the requirements of this solicitation. Transition services should include file conversion process and abilities, integration and implementation of any and all transitioned data and verified experience regarding projects where transition services of existing clients meet or exceed the requirements of this solicitation.

TAB 6. Proposed SLAs: Vendor should submit in this section the commercially reasonable service level agreements it proposes with respect to the Services. Attachment H, sets forth certain standard SLAs that Citizens has identified as appropriate for the Service. Final SLAs will be negotiated during the Negotiations Phase of this solicitation.

3.7 **EVALUATION AND NEGOTIATION PROCESS:** 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 – MANDATORY SUBMISSION REQUIREMENTS: Failure to provide any of the mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) or a "FAIL" determination (as outlined in this Subsection A) **will result in disqualification** of Vendor (as non-responsive or non-responsible).

1. **Pass/Fail Criteria Review:** During this Phase, Citizens staff will make a PASS/FAIL determination based on a review of the information contained in:
 - a. Attachment A, Vendor Conflict of Interest Disclosure Form
 - b. Attachment B, Responsible Vendor Form
 - c. Attachment F, Business Continuity and Disaster Recovery Questionnaire
 - d. Response to Attachment G, Financial Review.

B. PHASE 2 - WRITTEN RESPONSE EVALUATION: For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections.

1. **Evaluation Criteria:** The following reflects the maximum number of points that may be awarded by category:

TAB NO.	EVALUATION CRITERIA	POINTS
2	Pricing - Monthly Fee = 15 Points - Implementation = 5 Points	20
3	Business / Corporate Qualifications - Attachment E, Corporate Background Form - Vendor Experience	25
5	Proposed Solution - System Functionality = 40 Points - Implementation = 15 Points	55
	Total Points:	100 Points

2. **Pricing Points Allocation**

Monthly Fees: For each responsive Vendor, the combined total of all recurring fees (Item 3 on the Price Sheet) will be used in the following formula for evaluation. The lowest total proposed recurring fee from all responsive Vendors will be awarded 15 points and henceforth be known as Lowest Total Monthly Fee (LTM). Responses of other Vendors will be scored using the following methodology: LTM divided by the Response Fee (RF) being considered times maximum points score of 15 will equal the points awarded.

$$\text{Formula: } (\text{LTM} / \text{RF}) \times 15 = \text{Score}$$

Implementation Fees: The following formula will be used to evaluate the Implementation Fee. The lowest proposed fee from all responsive Vendors will be awarded 5 points and henceforth be known as Lowest Total Implementation (LTI) Fee. Responses of other Vendors will be scored using the following methodology: LTI divided by the Response Fees (RF) being considered times maximum points score of 5 will equal the points awarded.

$$\text{Formula: } (\text{LTI} / \text{RF}) \times 5 = \text{Score}$$

The two scores above will be combined and the resulting score will be the total price score for each Vendor.

3. **Business / Corporate Qualifications and Proposed Solution Point Allocation**

The information provided in Tabs 3 and 5 will be evaluated and scored separately by each member of the Evaluation Team.

4. **Evaluation Team Rankings**

After the Responses are evaluated and scored by the individual evaluators the scores will be combined and averaged to determine the initial ranking of each Vendor. The Evaluation Team will meet in a public meeting to review the scores and rankings in order to determine which Vendors will advance to Negotiations.

- C. **PHASE 3 - NEGOTIATIONS:** The rankings for Phase 2 will not be used as a scoring factor during Negotiations. Phase 3 will proceed as follows:

- A. Citizens reserves the right to negotiate with Vendor(s) serially or concurrently to determine the best suited solution.

- B. Vendors advancing to negotiations may be required to make a presentation / demonstration, run additional data test scenarios, provide Citizens access to a live environment of the proposed solution and provide additional references. 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 Response. Failure to provide requested information may result in rejection of the Response.
- C. The focus of the negotiations will be on identifying the Vendor who provides 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;
 - The quality of Vendor's implementation plan and approach to providing the Services;
 - Vendor's proposed price and terms of payment for the Services, including any costs related to transition; 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 the Vendors; the final decision of which Vendor will be recommended for award may be made based by a majority vote of the negotiation team members.

- D. Citizens reserves the right to utilize subject matter experts, subject matter advisors and other advisors to assist the negotiation team in its negotiation and selection duties. The negotiation process may also include negotiation of the terms and conditions of the contract.
- E. 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. Vendors may be requested to provide references. Citizens also reserves the right to contact references not provided by Vendor. The results of the reference checking may influence negotiations and best value determination.
- F. 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 and proposed contract terms 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.
- G. Citizens reserves the right to cease negotiations with any Vendor, and Citizens may not issue a written request for a BAFO to a Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request for best and final offer(s) (BAFO) 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.

- 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.

- 3.8 EXECUTION OF CONTRACT:** Following the Negotiations Phase, Citizens and the awarded Vendor will formally execute the Contract. The Contract shall set forth all of the terms and conditions agreed to during negotiations. (See Section 4.10 and Attachment H) Any questions or issues with these Standard Terms and Conditions may be raised during the Questions period described in Section 1.7, Calendar of Events, or during the Negotiations Phase.
- 3.9 VENDOR'S REPRESENTATION:** Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements of this solicitation.

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SECTION 4 SOLICITATION GENERAL CONDITIONS

4.1 **PROTESTS:** There are two types of procurement decisions that may be challenged:

1. 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 reject all Responses pursuant to Sections 287.057(1) or (3)(c), F.S., may challenge the 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 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 the 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), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of: the notice of intent to protest, the formal written protest, and any other documents related to a 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 **DISPOSAL OF RESPONSES:** 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 **WITHDRAWAL OF A RESPONSE:** 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 renewal period.
- 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.
- 4.10 CONSIDERATION OF TERMS AND CONDITIONS:** Citizens expects to include the terms and conditions listed outlined in **Attachment H** within the Contract resulting from this solicitation. These terms are expected, but are not disqualifiers, so long as they are negotiated to the satisfaction and agreement of Citizens during the Negotiations Phase.

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