



**INVITATION TO NEGOTIATE NO. 15-0011  
FOR  
CONTRACTOR REPAIR SERVICES PROGRAM**

**09/09/2015**

**Refer ALL Inquiries to:**

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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.**

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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 – Minimum Requirements Acknowledgement Form

Attachment B – Vendor Conflict of Interest Disclosure Form

Attachment C – Responsible Vendor Review Form

Attachment D – Certification of Criminal History

Attachment E – Corporate Background

Attachment F – Services Questionnaire

Attachment G – Acceptance of Compensation Schedule and Proposed Administrative Service Fees

Attachment H – Required Terms and Conditions for Contractor Repair Services Program

Attachment I – Claims / Policy Count Maps

**SPECIAL NOTE:** When an item is identified in this solicitation using the specific term “**shall submit**” in bold type, such item is a mandatory component of the Vendor's Response. Failure to provide the specified document or information identified as “**shall submit**” will result in rejection of the Response.

MANDATORY SUBMISSION REQUIREMENTS		
<p>This Initial Responsiveness Checklist ("Checklist") identifies the <b>mandatory submission requirements</b> that must be included in the Vendor's Initial Response. Mandatory submission responses are identified in the referenced sections of this solicitation by the specific term "<b>shall submit</b>". Failure to provide a mandatory submission requirement may result in disqualification of the Vendor (as non-responsive). This checklist is for guidance only and may not include all mandatory submission requirements. Vendors are responsible for reading and complying with the solicitation in its entirety.</p>		
	REQUIREMENT	SECTION(S)
<input type="checkbox"/>	<b>Timely Response:</b> Responses submitted according to the due date, time and location provided in Section 1.8, Calendar of Events	Section 1.8, Calendar of Events and Section 3.4, Response Due Date and Submission
<input type="checkbox"/>	One (1) compact disc (CD) of the Response	Section 3.5, Response Format
<input type="checkbox"/>	Attachment A, Minimum Requirements Acknowledgement Form	Section 3.6, Response Contents
<input type="checkbox"/>	Attachment B, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment C, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment D, Certification of Criminal History	
<input type="checkbox"/>	Attachment E, Corporate Background	
<input type="checkbox"/>	Attachment F, Services Questionnaire	
<input type="checkbox"/>	Attachment G, Acceptance of Compensation Schedule and Proposed Administrative Service Fees	
<input type="checkbox"/>	Financial Information	
<input type="checkbox"/>	Current W-9 Form	
<input type="checkbox"/>	Copy of "Sunbiz" Registration with the Florida Department of State, Division of Corporations	

ADDITIONAL SUBMISSION DOCUMENTS		
<p>Provided below is a checklist of <b>non-mandatory</b> documents that also relate to this solicitation.</p>		
	ITEM	SECTION(S)
<input type="checkbox"/>	One (1) redacted copy of Response on CD (if applicable)	Section 3.5, Response Format

## SECTION 1 INTRODUCTORY MATERIALS

- 1.1 STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation ("Citizens") is seeking Responses from Vendors serving as administrators to a network of licensed and credentialed Contractors capable of providing Emergency Services and Repair Services in both non-catastrophic and catastrophic situations throughout the State of Florida. Citizens intends to contract with a single Vendor who will be responsible for (1) providing access to and maintaining a statewide network of licensed and credentialed Contractors capable of supporting the needs of the entire Contractor Repair Services Program and (2) providing Administrative Services for services provided through its Contractor network.

Citizens has established certain guidelines and requirements, outlined in Attachment H Required Terms and Conditions for Contractor Repair Services Program, pertaining to both the Services to be provided and the Vendor Resources providing the Services. Under the Contractor Repair Services Program, Citizens will not direct the work of Vendor Resources; therefore, Vendor must possess the ability to influence and direct Vendor Resources and will bear ultimate responsibility for their performance as well as the delivery of Services.

In addition to the primary contract, Citizens may also award up to three (3) contingent contracts in order to ensure continuity of Services in the event the primary selected Vendor becomes unable to perform. *Please note that claims adjusting is not included within the scope of work for this solicitation. Therefore, the Vendor and Contractors who ultimately provide Services under this program will not be permitted to adjust claims on behalf of Citizens under this contract.*

- 1.2 SPECIFIC GOALS OF THE ITN:** The primary goal of this ITN is to procure Administrative Services in support of a network of licensed and credentialed Contractors capable of performing Emergency Services and Repair Services throughout the State of Florida. Citizens is seeking proposals from Vendor's which demonstrate the Vendor's capability to provide Services as described within this ITN and its supporting documents, as well as the proposed cost of these Services to Citizens.

Citizens intends to contract with an established Vendor who (1) can support Citizens' commitment to provide excellent customer service to its Policyholders through performance monitoring, dispute resolution and various quality assurance measures; and (2) has the ability to scale its resources, both in volume and geographic location, to meet Citizens' daily and catastrophe claims needs throughout the state.

- 1.3 QUESTIONS BEING EXPLORED AND FACTS BEING SOUGHT:** Vendors are not to respond directly to these questions. Citizens will use the information obtained throughout this ITN process to assist in developing opinions and positions regarding the following questions:

- A. How can Citizens best manage the Vendor providing the Contractor Repair Services Program to assist its Policyholders?
- B. How can Citizens best provide its Policyholders with a successful Contractor Repair Services Program?
- C. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?
- D. What performance guarantees, or quality control standards, can Vendors offer to provide greater Vendor (and Contractor) accountability?
- E. What additional value propositions can Vendors offer that are in the best interest of Citizens?
- F. Which Vendor ultimately provides the best value for Citizens?

- 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 of 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 Citizen's 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 TAXES:** Citizens Property Insurance Corporation is a State of Florida legislatively created governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employees' wages.

- 1.7 CONTRACT TERM:** The contract term is anticipated to be five (5) years, and, at Citizens' discretion, have two (2) optional two (2) year renewal terms. All terms, conditions and pricing will remain fixed for the term of the contract unless otherwise specified in the solicitation.

- 1.8 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:
09/09/2015		Solicitation Released
09/21/2015	2:30 PM ET	Pre-bid Conference
10/01/2015	5:00 PM ET	Questions Due
10/13/2015		Answers Posted
10/27/2015	2:30 PM ET	Responses Due

CALENDAR OF EVENTS		
DATE:	TIME:	ACTIONS:
10/27/2015 – 12/15/2015		Responsiveness Review Period and Evaluation of Responses
12/16/2015	2:30 PM ET	Public Meeting to determine the Vendor(s) to Recommend for Negotiations
01/04/2016 – 01/29/2016		Negotiations
02/02/2016	2:30 PM ET	Public Meeting – Best Value Determination

**1.9 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 acting on Citizens' behalf with regards to the solicitation.

**1.10 PUBLIC MEETINGS:** Public meetings related to this competitive solicitation will be held on the dates and times indicated in Section 1.8, 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:** 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 of the Pre-Bid Conference is non-mandatory and is for informational purposes only; attendance is not required to respond to this solicitation.

The Pre-Bid Conference will be held using the conference call number below on the date and time, as specified in Section 1.8, Calendar of Events.

Pre-Bid telephone number: 1-877-873-8018

Access Code: 5585282

B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting to determine which Vendor(s) each member of the Evaluation Committee would like to recommend for [award/presentations/negotiations].

The meeting will be held using the conference call number below at the date and time, as specified in Section 1.8, Calendar of Events.

Pre-Bid telephone number: 1-877-873-8018

Access Code: 5585282

Discussion between the Evaluation Committee and the Subject Matter Experts is permitted. However, since the purpose of this meeting is to announce the decisions of the Evaluation Committee, no discussion concerning the responses may occur between any of the Evaluation Committee 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 Committee would like to recommend for award.

Pre-Bid telephone number: 1-877-873-8018

Access Code: 5585282

Discussion between the Negotiation Committee and the Subject Matter Experts is permitted. However, since the purpose of this meeting is to announce the decisions of the Negotiation Committee, no discussion of any nature concerning the responses may occur between any of the Negotiation Committee members and any Vendor during this public meeting.

## SECTION 2 SCOPE OF SERVICES

- 2.1 PROJECT BACKGROUND:** Citizens is seeking to augment the current service offerings available to its Policyholders through the implementation of the Contractor Repair Services Program “CRSP” where Contractors are responsible for providing emergency mitigation services and/or inspecting, scoping, estimating and repairing damaged property following a loss. The CRSP will be offered to Citizens Policyholders on a voluntary basis and will only be available on qualifying losses. Through this Invitation to Negotiate, Citizens seeks to procure Administrative Services for a network of Contractors in support of the CRSP.

Due to the emergency nature of certain aspects of the CRSP, a Vendor must be able to ensure Contractors within its network are able to provide Services during and outside of business hours, including weekends and holidays. Citizens intends to offer the CRSP to residential and commercial Policyholders who file eligible claims at the first notice of loss, but these Services may also be available during later periods of the claim lifecycle after an adjuster has been assigned.

Citizens anticipates receiving in excess of 30,000 non-catastrophe claims in 2015, with nearly 50% representing water damage. The following table represents Citizens’ recent claims volume in terms of the total number of claims filed.

YEAR	TOTAL NUMBER OF CLAIMS FILED
2010	47,517
2011	66,044
2012	74,089
2013	49,415
2014	36,994

Florida has not experienced a catastrophe in the past nine years and as such, Citizens anticipates that the foregoing claims figures could increase drastically in a catastrophic event. In the event Citizens were to experience a hurricane or other major storm, the number of catastrophe claims could exceed 100,000; therefore it is important that Vendors possess the capability to scale resources in response to a sudden rise in claim volume.

Citizens will utilize the pricing set forth in Estimating Software to determine the cost of Emergency Services and Repair Services. Vendor will be required to maintain licensing sufficient for the use of Citizens’ Estimating Software throughout the term of the Contract. Although Citizens Estimating Software is subject to change, Citizens has executed a contract with Xactware Inc. for services through March 2020 with renewal terms available through 2025.

Citizens also intends to leverage the existing and projected functionalities of its proprietary credentialing system, CAIS, to support the credentialing and assignment process for the CRSP, and as such, Vendor will be required to credential certain resources and manage all assignments through CAIS.

## 2.2 **DEFINITIONS:**

- A. **Access** – means to approach, walk through, communicate with, store material in, retrieve material from, or otherwise make use of any property, be it tangible, intangible, chattel or real, insured by or within the responsibility of Citizens. This Access can either be Direct Access meaning Access under the authority of this Contract or Indirect Access meaning Access, with or without authority under general law or this Contract, achieved as a result of Direct Access.
- B. **Administrative Services** – means the provision of all management duties including recruiting, credentialing, training, assignment management, quality assurance, dispute resolution and performance monitoring, for a network of licensed and credentialed Contractors who provide Emergency Services and Repair Services in support of the Contractor Repair Services Program.
- C. **Assignment** – means the assignment by Citizens to a Vendor in order to provide Services under the Contract.
- D. **CAIS** - means the Credentialing Administrative Information System which is a secure on-line system used to submit, review, and maintain credentialing information for Vendor, Contractors, and the CAIS Credentialed Designee Group. Citizens may change the system used to submit, review, and maintain credentialing information by providing 60 days' notice to Vendors' Contract Manager.
- E. **CAIS Credentialed Designee Group** - means those individuals who occupy the following roles or duties of Vendor: (i) Primary Business Contact, (ii) Onsite Supervisor, and (iii) any individual with Access to CAIS and/or Citizens Confidential Information.
- F. **Citizens Confidential Information** - means all information, data and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Contract that is either:
- protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171 and 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and 15 U.S.C. § 6801 et seq.; or
  - private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or
  - related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or business, governmental and regulatory matters affecting Citizens.
- Citizens Confidential Information does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Resource; or (b) Vendor developed independently without relying in any way on Citizens' Confidential Information.
- G. **Citizens' Estimating Software** - means the licensed third party computer software that is designated by Citizens for use in the estimation of costs related to a loss. Citizens may change Citizens' Estimating Software by providing 60 days' notice to Vendors' Contract Manager. The current Citizens Estimating Software is Xactimate.
- H. **Contract** - means the written agreement between Citizens and a Vendor.
- I. **Contractor(s) or Contractor Entity(ies)** – means the legal entity, credentialed and approved in CAIS, operating under the direction and responsibility of Vendor, who is eligible to perform Services in support of the Citizens Contractor Repair Services Program. At its discretion, a Contractor may contract with one or more independent contractors in the performance of an Assignment, provided that the Contractor closely monitors the performance of all tasks conducted in the completion of that Assignment.

- J. **CRSP** – means the Contractor Repair Services Program established by Citizens to provide its Policyholders with a network of licensed and credentialed Contractors who perform Emergency Services and Repair Services following an eligible loss.
- K. **Emergency Services** – means emergency mitigation services performed in an effort to prohibit or limit the continuation of damages resulting from a sudden and accidental event including emergency water extraction and structural drying, emergency board up to include doors, windows and roofing, emergency tarping and limited emergency tree removal.
- L. **Firm Principal** – means each person owning or controlling more than a 5% interest in the Vendor firm.
- M. **Onsite Supervisor** – means a Vendor Resource, credentialed in CAIS, who is designated by Vendor to be the onsite supervisor and to act as the Vendor's main contact for a particular Assignment.
- N. **Policyholder** – means an Insured named in the Declarations page of the Citizens' insurance policy.
- O. **Primary Business Contact** – means the designated Vendor Resource who is dedicated to supporting Citizens by serving as a liaison between Vendor and Citizens. The Primary Business Contact will be responsible for ensuring quality standards are met and will be Vendor's sole representative for all invoicing/payment and performance related matters.
- P. **Repair Services** – means construction services performed in an effort to either repair damaged property or replace destroyed property in order to restore an insured residence or building to its pre-loss condition, excluding Emergency Services Assignments.
- Q. **Response** - means all materials submitted by the Vendor pursuant to the solicitation instructions. Depending on the type of solicitation, these materials may also be commonly referred to as the "bid" or the "proposal"
- R. **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.
- S. **Services** – means all activities of any Vendor Resources related to the CRSP, including Emergency Services, Repair Services, and all required Administrative Services in support of the CRSP.
- T. **Vendor** – means an entity providing Administrative Services that responds to this solicitation. The Vendor is tasked with oversight, management, training and quality assurance monitoring Contractors who provide Emergency Services and Repair Services in support of the CRSP.
- U. **Vendor Resources** – means any entity or individual, including Vendor's employees, agents, representatives, or subcontractors, who provide Services under this Contract. Vendor Resources shall include all Contractor or Contractor Entities.

**2.3 CRIMINAL BACKGROUND INVESTIGATION:** Vendor **shall submit** a fully completed and signed Attachment D, Certification of Criminal History, for each Firm Principal. If one or more of the Firm Principals are unable or unwilling to complete, execute and submit a notarized Attachment D, Certification of Criminal History with their Response, Vendor will be deemed non-responsive. Upon notification of award, Vendor must submit a criminal background investigation report as specified in the Contract for each Firm Principal.

**2.4 SERVICE REQUIREMENTS:** Citizens is seeking a Vendor to provide Services in accordance with the following service requirements. In addition to the service requirements outlined below, Vendor must also comply with the mandatory terms and conditions contained within Attachment H, Required Terms and Conditions for Contractor Repair Services Program.

- A. Overview. Vendor shall act as a third party administrator for the CRSP. The CRSP includes Emergency Services, Repair Services, and all Administrative Services necessary to provide Citizens' Policyholders with a network of experienced, qualified and credentialed Contractors to perform Services following an eligible loss.

Before Services may begin, Vendor must be credentialed and qualified in CAIS as an entity, and separately maintain and manage a panel of CAIS credentialed and qualified Contractors as entities within CAIS. In addition to the business entities becoming credentialed and qualified in CAIS, the CAIS Credential Designee Group must also become credentialed and qualified within CAIS.

- B. Requirements. As part of its duties under the CRSP, it is anticipated that the Vendor will be responsible for the following:
1. Utilizing only qualified and CAIS credentialed Contractors to provide Services throughout the State of Florida as assigned by Citizens.
  2. Monitoring and ensuring that all Vendor Resources performing Services, including those CAIS credentialed and qualified, are properly licensed and insured while maintaining compliance with all applicable laws, rules and regulations.
  3. Ensuring compliance with all stated credentialing requirements for all Vendor Resources, and if required, timely inputting all necessary credentialing documentation into CAIS. Vendor must provide proof of compliance with all credentialing and qualification requirements for any Vendor Resource upon request from Citizens.
  4. Ensuring that Vendor Resources who do not meet all applicable qualifications and requirements defined in the Contract are prohibited from providing Services under the Contract.
  5. Coordinating and monitoring Assignments, including performing routine performance evaluations, to ensure adherence to stated guidelines and expectations.
  6. At Vendor's expense, ensuring all Vendor Resources possess the necessary and proper equipment needed to perform all Services, both in the field and office settings, outlined in the Contract. This includes licensing and utilizing Citizens' Estimating Software.
  7. Providing Services during and outside of Business Hours, defined as 8:00 AM to 6:00 PM EST, Monday through Friday, including weekends and holidays.
  8. Providing a dedicated, full time internal training staff with resources to ensure all Vendor Resources are adequately trained and able to provide Services in accordance with the requirements of the Contract.
  9. Providing a periodic re-inspection program, which ensures that all Services are provided in accordance with the requirements stated within the Contract.
  10. Ensuring that the necessary and proper amount of Vendor Resources are being utilized to complete all Assignments in an efficient and satisfactory manner.
  11. Providing a comprehensive Quality Assurance program to ensure Services are being performed in satisfaction of the requirements of the Contract.
  12. Providing and guaranteeing a warranty program, as a standard option with no additional cost to Citizens or the Policyholder, for all Repair Service Assignments performed under this Contract.

13. Providing a dispute resolution program where Vendor maintains full responsibility for resolving all aspects of any dispute between Vendor Resources and a Citizens Policyholder, subject to Citizens direction.

**2.5 VENDOR STAFF RESOURCES / EMPLOYMENT RELATIONSHIP:** Per the Required Terms and Conditions in Attachment H, Vendor assumes full responsibility for the actions of all persons or entities performing Services under the contract on behalf of Vendor. Per the Required Terms and Conditions in Attachment H, Vendor shall ensure that all persons or entities performing Services on behalf of Vendor are in compliance with all contractual provisions including credentialing, service standards, and pricing and estimating guidelines.

### SECTION 3

## RESPONSE INSTRUCTIONS AND EVALUATION CRITERIA

- 3.1 QUESTIONS:** There is an Open Questions Period beginning upon release of the solicitation and ending on the date and time specified in Section 1.8, Calendar of Events. Vendors must submit all questions during the Open Questions Period in writing to the Procurement Officer by email. For ease of reference and clarity, Vendors are requested, but not required, to submit questions in the following format:

Solicitation Section	Solicitation Page #	Question

Questions submitted will not constitute a protest to the solicitation terms. Citizens will post answers to the questions on Citizens' website in accordance with the Calendar of Events so all questions and answers are made available at the same time to all Vendors. Answers will constitute an amendment to the solicitation only to the extent the answer is a substantive change from the previous version of the solicitation documents.

**VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTIONS PERIOD.**

- 3.2 CHANGES TO SOLICITATION:** Citizens reserves the right to modify this solicitation by addendum. It is the responsibility of the Vendor to check for any changes to this solicitation. If any changes are made to this solicitation, such changes will be formally posted on Citizens' website: <https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm>.

- 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 a vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the Vendor **MUST** comply with the following process:

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of Vendor's Response or written communication with only protected portions redacted; and
- C. Submit a separate redaction log that provides a specific statutory citation 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 by identifying certain documents are Vendor's Protected Record(s) and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a party is seeking the non-redacted portion of Vendor's Response and Vendor continues to assert in good faith that Vendor's Protected Record(s) are confidential or exempt from

disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration.

Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency directive to produce a Protected Record.

**3.4 RESPONSE DUE DATE AND SUBMISSION:** Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified in Section 1.8, Calendar of Events.

Clearly identify which solicitation your Response is for on the front of your submittal as follows:

[Vendor Name]  
Invitation to Negotiate No.: 15-0011  
Contractor Repair Services Program

**VENDORS ARE RESPONSIBLE FOR SUBMITTING THEIR RESPONSES TO THIS ITN TO THE PROCUREMENT OFFICER BY THE DATE AND TIME SPECIFIED IN THIS SOLICITATION. CITIZENS WILL NOT CONSIDER LATE RESPONSES.**

**3.5 RESPONSE FORMAT:** This section prescribes the format in which Responses are to be submitted. Any information deemed appropriate by the 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 the Vendors' 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 solely on the information and materials provided in your written Response, the use of outside materials or external website links is not allowed. Any links provided in a Vendor's 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: The 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, the Vendor should submit an additional CD with their Response containing a full "Redacted" electronic version of their Response in accordance with Section 3.6, below. This CD should be labeled "**Redacted Response**" and be void of any information the Vendor deems exempt from Florida's public record law.

**3.6 RESPONSE CONTENTS:** The purpose of the Vendors' Response is to demonstrate their qualifications, competence and capacity to provide services in conformity with the requirements of this solicitation. Responses should be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this solicitation. Emphasis in each Response shall be on completeness and clarity of content. All Attachments shall be completed and executed as required.

The Response should be organized on the CD-ROM as follows:

- Each CD-ROM should have separate folders for each Response “Tab.”
- Tab folders should be plainly titled “Tab 1,” “Tab 2,” etc., as shown below.  
 Tab 1  
 Tab 2  
 Tab 3
- Attachments should be plainly titled “Attachment A,” “Attachment B,” “Attachment C,” etc., as shown below.  
 Tab 1  
 Attachment A.pdf  
 Attachment B.pdf  
 Attachment C.pdf
- 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: The Vendor **shall submit** in this section the following information:

1. Attachment A, Minimum Requirements Acknowledgement Form;
2. Attachment B, Vendor Conflict of Interest Disclosure Form;
3. Attachment C, Responsible Vendor Review Form;
4. Attachment D, Certification of Criminal History for each identified Firm Principal.

**Tab 2.**     Business / Corporate Qualifications: The Vendor **shall submit** in this section the following information:

1. Attachment E, Corporate Background;
2. Vendor’s current W-9 Form;
3. Copy of Vendor’s Florida Registration with the Florida Department of State (“Sunbiz”), Division of Corporations which demonstrates that the Vendor is registered to do business in Florida as identified in Section 3.2 of Attachment H, Terms and Conditions for Contractor Repair Services Program.

**Tab 3.**     Services Questionnaire: The Vendor **shall submit** in this section Attachment F, Services Questionnaire fully completed.

**Tab 4.**     Pricing: The Vendor **shall submit** Attachment G, Acceptance of Compensation Schedule and Proposed Administrative Service Fees.

**Tab 5.**     Financial Review:

1. As a risk management best practice and part of the responsible vendor determination (pursuant to ss. 287.057 and 287.012, F.S.) Citizens will evaluate the Vendor’s financial stability, viability and capacity. Citizens will review documentation submitted by the Vendor to evaluate the Vendor’s financial stability, viability, and capacity. The extent of the financial review required is based on the perceived level of risk associated with the services procured and term of the contract.

The general standard of review is whether the documents provided demonstrate the Vendor has the financial stability, viability, and capacity to perform the services under the contract for the term of the contract. The following criteria will be integral in applying this general standard:

- a. **Solvency** – the ability of a Vendor to meet its long-term obligations and remain in business over the life of the contract. Solvency analysis includes comparison of total assets, total liabilities, and owner's equity. It also may include consideration of the nature and type of a Vendor's assets and liabilities, and trends in operating results that could affect future solvency over the life of the contract.
  - b. **Liquidity** – the ability of a Vendor to pay its immediate or short-term obligations. Liquidity analysis includes comparison of current assets and current liabilities. It also may include consideration of a Vendor's cash flows and cash reserves.
  - c. **Profitability** – the results of a Vendor's operations; the excess or deficit of revenue over expenses. Profitability analysis includes consideration of a Vendor's recent operating results, trend analysis, and effect on the Vendor's related solvency.
  - d. **Capacity** – the ability of a Vendor to produce the required goods or services over the term of the contract. Capacity analysis includes consideration of size of the contract to the financial resources available to the Vendor, and to the Vendor's current volume of business.
2. Mandatory Requirement. The Vendor shall submit, the following financial documentation:
- Financial statements including, at a minimum, a balance sheet and income statement for the Vendor's most recent fiscal year (or the period the entity has been in existence if less than one year), identifying the basis of accounting on which the financial statements are reported. Options for complying with this mandatory requirement are provided in paragraph 3, below.
3. Financial Statements. Options for complying with the mandatory requirement in paragraph 1, above, are provided in a) – f), below. The level of assurance provided by the financial statements submitted will be considered by Citizens according to the following priority, in order, beginning with the highest level of assurance:
- a. Financial statements accompanied by the Audit report of an independent certified public accountant.
  - b. Financial statements accompanied by the Review report of an independent certified public accountant.
  - c. Financial statements accompanied by the Compilation report of an independent certified public accountant.
  - d. Financial statements otherwise prepared by a certified public accountant.
  - e. Financial statements prepared by the Vendor's internal management.
  - f. Consolidated financial statements identified in a) – e) of the Vendor's parent entity together with a parental guaranty assuring the parent entity will financially support the Vendor throughout the term of the prospective contract.

4. Financial Stability, Viability and Capacity Determination (PASS/FAIL). The Vendor may submit its financial documentation in any manner described in paragraph 3, above. For Vendors submitting documentation under options 3.b).-3.f), Citizens, or its designee, will assess the financial stability and viability of the Vendor and make a PASS/FAIL determination, considering:
  - a. The level of assurance provided by the financial documentation submitted. Lower priority levels of documentation are more likely to require additional documentation under paragraphs 5 and 6, below.
  - b. The financial condition or position of the Vendor during the most recent year.
  - c. The results of operations of the Vendor during the most recent year.
  - d. Cash flow of the Vendor during the most recent year.
  - e. Assessment of solvency, liquidity, and profitability.
  - f. Assessment of capacity.
  - g. Disclosures regarding subsequent events, contingencies, concentrations, and litigation.
  - h. Any other information included in the financial statements which could have an effect on the financial stability and viability of the Vendor.
5. Financial Review Pending. Citizens may issue a Financial Review Pending status to a Vendor while pursuing alternative or additional documentation under paragraph 6, below. A Vendor is eligible to advance to evaluations and negotiations after receiving a Financial Review Pending status; however the Vendor is not eligible for award unless a PASS determination is ultimately made by Citizens, or its designee.
6. Clarifications and Additional Documentation. Citizens, in its discretion, may request alternative or additional documentation, or assurances, from Vendors which could assist in demonstrating financial stability and viability, including but not limited to copies of tax returns, interim and supporting accounting reports, banking records, affiliated company financial reports, or a parental guarantee. The level of assurance and applicability of such information submitted by a Vendor will be considered by Citizens in making its PASS/FAIL determination.

**3.7 REVIEW AND EVALUATION 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 reject of the 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. **Responsiveness Review Period:** Citizens will conduct an initial responsiveness review to determine compliance with the minimum qualifications and mandatory requirements provided in this ITN. During this period Citizens will seek clarifications to verify mandatory requirements.

B. **Mandatory Submission Requirements:** 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 B.1.a) through f) below **will result in disqualification** of the Vendor (as non-responsive).

1. **Pass/Fail Criteria Review:** A PASS/FAIL determination will be made after review of the information contained in:

- a. Attachment A, Minimum Requirements Acknowledgement Form;
- b. Attachment B, Vendor Conflict of Interest Disclosure Form;

- c. Attachment C, Responsible Vendor Form;
- d. Attachment D, Certification of Criminal History;
- e. Financial Information; and
- f. Registration with the Florida Department of State ("Sunbiz"), Division of Corporations.

2. **Pricing Evaluation:** As a minimum requirement, all responsive Vendors must agree to the total price calculated from the Citizens Estimating Software. With regard to the pricing evaluation, the 10 points will thereafter be distributed based upon how the Vendors compare in the two (2) allowable charges, after agreement to the Citizens Estimating Software minimum requirement for pricing. The two charges will carry the following weight in this analysis; (1) Assignment Fee, (80%) and (2) Coverage Denial Fee, (20%).

The following formula will be used to evaluate Price. The price sheet requests pricing for the "Assignment Fee" in Section I and the "Coverage Denial Fee" in Section II. The Section I Fee is weighted at eighty percent (80%) and the Section II Fee is weighted at twenty percent (20%). The subtotals from each Section will be multiplied by the foregoing percentages respectively, and then added for one total weighted price. The lowest proposed total weighted price from all responsive Vendors will be awarded 10 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 maximum points score of 10 will equal the points awarded.

Formula:  $(LTC / RC) \times 10 = \text{Score}$ .

3. **Written Response Evaluation:** For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the pass / fail criteria and the maximum number of points that may be awarded by category:

TAB NO.	EVALUATION CRITERIA	POINTS
Tab 1	Submission of Mandatory Forms and Documents	Pass/Fail
Tab 3	Attachment F – Services Questionnaire	90 Points
Tab 4	Attachment G – Acceptance of Compensation Schedule and Proposed Administrative Service Fees	10 Points
Tab 5	Financial Review	Pass/Fail
	<b>Total Points:</b>	<b>100 Points</b>

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. **Negotiations:** The scoring of the evaluators will not be a factor during Negotiations. The Negotiations will proceed by the Negotiation Committee as follows:
- 1. Citizens reserves the right to negotiate with Vendor(s) serially or concurrently to determine the best suited solution.

2. Vendors that proceed to negotiations may be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular representatives of the 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 the Vendor's Response. Failure to provide requested information may result in rejection of the Response.
3. 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.
4. 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.

At a minimum, based upon the negotiation process, the best and final offers may contain:

- A revised Scope of Services;
- All negotiated terms and conditions to be included in final contract; and
- A final cost offer.

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.

5. 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.
6. The focus of the negotiations will be on achieving the solution that provides the best value to Citizens based upon the selection criteria and the requirements of this procurement. Citizens reserves the right to utilize subject matter experts, subject matter advisors and other advisors to assist the negotiation team with finalizing the selection criteria. The negotiation process may also include negotiation of the terms and conditions of the contract.
7. 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.

**3.8 SELECTION CRITERIA:** The focus of the Negotiation Committee will be on selecting the Contractor Repair Services Program Vendor that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN and the following selection criteria:

- A. Acceptance of the pricing terms, potential additional fees, and the prior relevant experience and demonstrated ability of the Vendor to effectively provide the Services requested;

- B. The ability to provide Services throughout the State of Florida in both a catastrophe and non-catastrophe environments;
- C. The ability to recruit and maintain a scalable network of qualified Contractors; and
- D. The ability to track performance and quality assurance metrics.

The Negotiation Committee 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 Committee members. The Negotiation Committee 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 Committee members.

- 3.9 VENDOR'S REPRESENTATION AND AUTHORIZATION:** The prospective Vendor hereby certifies, by submission of a Response to this solicitation, acceptance of the requirements, terms and conditions of this solicitation and all appendices and any addendum released hereto.

## SECTION 4 SOLICITATION GENERAL CONDITIONS

**4.1 ACCEPTANCE / REJECTION:** Citizens reserves the right to accept or reject any or all Responses and to make the award to the Vendor(s) who, in the opinion of Citizens, will be in the best interest of and / or the most advantageous to Citizens. Citizens also reserves the right to reject the Responses of any Vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in Citizens' opinion, is not in a position to perform properly under this award. Citizens reserves the right to inspect all facilities of Vendor(s) in order to make a determination as to the foregoing. Citizens reserves the right to waive any irregularities and technicalities and may, at its discretion, request a Rebid.

**4.2 PROTESTS:** There are two conditions under which this solicitation 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, reserving rights for further negotiations, or modifying or amending any contract. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after the posting of the solicitation or any addenda amending the solicitation specifications (excluding Saturdays, Sundays and state holidays); or**
2. A person adversely affected by Citizens' intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c) may challenge the intended decision. **A written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of its 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 days after the date of 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 Procedures: Procurement Protests (Section 3-5.00). Questions 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 at: <https://www.citizensfla.com/shared/generalInfo/pdf/ProcurementProtestsProcedure.pdf> . Failure to timely file a notice of intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of: the notice of intent to protest and 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](mailto:Agency.Clerk@citizensfla.com)

**4.3 CORPORATE CHANGE:** Vendor must promptly inform the Procurement Officer of any material change in its ownership, control or financial condition ("Change") that occurs or becomes imminent after submission of its Response. In the event of a Change, Citizens reserves the right to (i) reject the Response and not award the contract to Vendor, or (ii) require adequate assurances as deemed reasonable by Citizens to account for the Change (including parental guarantees, performance bonds, etc.)

- 4.4 **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.
- 4.5 **DISPOSAL OF RESPONSES:** Other than the 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.
- 4.6 **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>.
- 4.7 **FIRM RESPONSE:** The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from the Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.
- 4.8 **WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of the 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.
- 4.9 **MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to accept or reject any and all Responses, or separate portions thereof, if not submitted in accordance with the solicitation requirements, and to waive any minor irregularities in a response. Citizens may allow Vendors to correct minor irregularities by providing clarifying information or additional materials; however, Citizens is under no obligation to allow the submission of such information or materials.
- 4.10 **MISREPRESENTATION:** All information provided and representations made by the 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.

- 4.11 **NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST:** The 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 the 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. The 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.
- 4.12 **REJECTION OF RESPONSES:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions unless otherwise specified, as indicated in the competitive solicitation.
- 4.13 **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any verbal discussions with a Citizens' employee. Only written communications from authorized Citizens' staff will be considered as authorized on behalf of Citizens. Only written communications from the Vendor signed by an authorized representative will be recognized by Citizens.