



REFER ALL INQUIRIES TO
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INVITATION TO NEGOTIATE NO: 21-0026
FOR
CITIZENS ELIGIBILITY REIMAGINED

POSTING DATE: Thursday, December 16, 2021

REPLY SUBMISSION DEADLINE: 2:30 PM ET on Wednesday, January 26, 2022

I. WHAT IS THE OPPORTUNITY?

- 1.1 DESCRIPTION OF SERVICES REQUESTED:** Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed Replies (**Replies**) from firms (**Vendors**) capable of providing comparative rater platforms and related services (**Services**) for the Florida Market Assistance Plan (**FMAP**) and Clearinghouse (**Clearinghouse**) platforms. Citizens is seeking to procure a comprehensive multi-platform solution that assists consumers and agents with obtaining and comparing offers of coverage for property insurance from available Florida admitted markets (**Private Carriers**) outside of Citizens, while enhancing Citizens' ability to validate consumer eligibility for Citizens coverage. The Services are intended to provide a solution that informs the consumer/agent of the different Private Carrier coverage options available, while minimizing their data entry requirements and decreasing Citizens' maintenance costs. Ultimately, all solutions should drive an intuitive and engaging user experience while guiding the user through the solution. The contract with Citizens' current Clearinghouse vendor, Bolt, Inc., expires August 22, 2023; as such, the new solution should be fully implemented by August 2023.

FMAP: For a consumer who is not working with an agent, Citizens is seeking to establish a consumer-centric platform (**FMAP Exchange**) where the consumer can receive information on Private Carrier coverage options and premiums for the broadest range of participating agents and carriers. The FMAP Exchange should provide this information based on basic information entered directly by the consumer, with assistance from prefill data. It should also assist with connecting consumers to participating agents or carriers who can assist the consumer in pursuing such coverage. The current FMAP platform matches consumers with participating agents, but it does not include functionality for a consumer to obtain Private Carrier eligibility or premium information within the platform. FMAP was established pursuant to s. 627.3515, F.S. to assist in the placement of risks of applicants who are unable to procure property or casualty insurance from Private Carriers when such insurance is otherwise generally available and to take affirmative steps to assist in the removal from Citizens of any risk that can be placed in the voluntary market, through such measures found appropriate by the FMAP Board.

Clearinghouse: Citizen is seeking to transition from a single Clearinghouse platform to multiple comparative rater platforms capable of facilitating offers of coverage from Private Carriers – and determining statutory eligibility for Citizens based on such offers of coverage – prior to placement of the risk with Citizens. The Clearinghouse platform was established pursuant to s. 627.3518, F.S. to confirm statutory eligibility for coverage with Citizens and to enhance access to offers of coverage from Private Carriers for new applicants and existing Citizens policyholders. Renewal policies and new

applicants for coverage are submitted to the platform in order to facilitate an offer of coverage from a Private Carrier before renewing or binding coverage with Citizens. An applicant is not eligible for coverage with Citizens if the premium for a Private Carrier's offer of coverage is equal to or less than the statutorily specified percentage of Citizens premium based on comparable coverage. Thus, it is critical that comparative rater platforms used for the Clearinghouse accurately represent each Private Carrier's readiness to insure the risk, including the coverage terms and premium that will apply if the coverage is further pursued.

Citizens is seeking to integrate Clearinghouse processes into multiple comparative rater platforms (**Certified Comparative Raters**) for the purposes of new applications for coverage with Citizens. In this manner, Citizens is seeking to perform Clearinghouse processes through comparative rater platforms and Private Carriers available to agents for their more general quotation processes. Citizens is also seeking a Certified Comparative Rater that will provide a free of charge option for agents and carriers (**Citizens Offered Comparative Rating Solution**) who have not elected to access another Certified Comparative Rater of their choice. Further, Citizens is seeking a single comparative rater platform for Clearinghouse processes related to Citizens' renewal policies, to be used by agents and insurers free of charge (**Renewal Comparative Rater**).

Proposed solutions for the FMAP Exchange, Citizens Comparative Rater, Citizens Offered Comparative Rating Solution, and Clearinghouse Enhanced Platform should consider the consumer a potential participant in the data collection/entry process, providing the agents/carriers a more efficient platform to complete a quote/new business proposal.

Please click [here](https://training.citizensfla.com/lms/citizensreimagined/story.html) (<https://training.citizensfla.com/lms/citizensreimagined/story.html>) for a brief video presentation that provides an additional high-level overview of Citizens' intent for the Services.

Preferred Reply Option: Citizens is seeking Replies from Vendors proposing to provide all necessary software, hardware, hosting, ongoing support, and implementation Services for one (1) or more of the four (4) components listed below. If a Vendor is proposing implementation Services through a separate implementation Vendor, then the Vendor and implementation Vendor may submit a joint Reply, or the Vendor may propose two (2) or more implementation Vendors for Citizens to select at the appropriate time during the negotiation phase.

All awarded Vendors must cooperatively engage with Citizens and the other awarded Vendors during contracting, implementation, development, and the term of all contracts.

- A. **FMAP Exchange:** The proposed FMAP Exchange is expected to include the following functionality in order to provide a consumer centric platform for consumers who are not working with an agent. Citizens intends to select one (1) Vendor to provide the FMAP Exchange.
1. Provides a portal for a consumer to enter contact information, and pertinent information related to the property to be insured, with assistance from integrated prefill data from third-party providers (such third-party data to be provided by the Vendor as a part of FMAP Exchange).
 2. Obtains and presents premiums and coverage details for all Private Carriers where the property meets eligibility requirements, in a comparative format for review by the consumer.
 3. Displays a list of FMAP subscribing agents to the consumer (based on lead criteria established by the agents) along with premiums and coverage details, with the ability to request a 'lead' to be sent to an agent.

- a. If there are no subscribing agents, present a list of appointed agents for the given Private Carrier based on some criteria; e.g. geographic proximity.
 4. Provides consumer ability to access and review the status of a request.
 5. Provides tracking of the number of requests submitted by a consumer.
 6. Maintains up-to-date information on which agents are appointed with each Private Carrier.
 7. Optionally, at Citizens discretion, directs the consumer to a Citizens' agent if no Private Carrier coverage is available.
 8. Provides the ability to remove and update the list of participating Private Carriers at Citizens' discretion.
- B. **Certified Comparative Rater**: The proposed Certified Comparative Rater is expected to include the following functionality to integrate Clearinghouse processes into comparative rater platforms. Certified Comparative Raters are for new applications for coverage to Citizens. Citizens intends to select a sufficient number of Vendors to create a panel of highly qualified resources to meet its needs.
1. Provides a portal that facilitates offers of coverage from Private Carriers – and determines statutory eligibility for Citizens based on such offers of coverage – prior to placement of the risk with Citizens.
 - a. Allows the agent to enter information relating to a property a customer wants to insure, with assistance from pre-fill data from third party sources related to the insurable property.
 - b. Pushes application information to eligibility and premium tables for Citizens and all Private Carriers with whom the agent is appointed.
 - c. Obtains and presents offers, including the associated premiums and coverage details, for Private Carriers where the property meets eligibility requirements, in a comparative format for the agent to present to a customer.
 - d. Determines if a property is statutorily eligible for coverage with Citizens. Currently this is based on whether the premium for a participating carrier's offer of coverage is equal to or less than the statutorily specified percentage of Citizens' premium based on comparable coverage. The solution should include the flexibility to change, as needed. Comparable coverage is determined according to the following coverage fields, which cannot be changed within the system.
 - i. Same Coverage A or other building limits.
 - ii. Same percentage hurricane deductibles.
 - iii. Same percentage of ordinance and law coverage.
 - iv. Same mitigation credits.
 - v. Same method for loss payment.
 - vi. Any other form or coverage that is reasonably comparable as determined by the Board.
 - e. Displays statutory assessment potential when Citizens' premium is displayed.
 2. Allows for entry and bridging of the application from the Certified Comparative Rater to Citizens' policy administration system, currently Guidewire PolicyCenter v9

("PolicyCenter"), or any future Citizens policy system, if the agent proceeds with a new Citizens application and the property has been determined eligible for Citizens. This would include all the information that was collected by the Certified Comparative Rater for determining eligibility.

3. Provides Citizens with discretionary control changes to the Citizens' eligibility parameters.
4. Connects Citizens to the comparative raters and maintains the certifications updated for the raters.

C. **Citizens Offered Comparative Rating Solution:** The proposed Citizens Offered Comparative Rating Solution is expected to include the same functionality as described for the Certified Comparative Rater. However, it is intended to provide a free of charge option for agents and carriers who have not elected to access another Certified Comparative Rater of their choice. Citizens intends to select one (1) Vendor to provide the Citizens Offered Comparative Rating Solution.

D. **Renewal Comparative Rater:** The proposed Renewal Comparative Rater is expected to include the following functionality. It is for use at no cost to agents and carriers. The Renewal Comparative Rater should be proposed in combination with a proposed Certified Comparative Rater or Citizens Offered Comparative Rating Solution. Citizens intends to select one (1) Vendor to provide the Renewal Comparative Rating Solution.

1. Receives Citizens renewal premium and other eligibility information.
2. Pushes application information to all Private Carriers with whom the agent is appointed to determine eligibility and premium.
3. Obtains and presents offers, including the associated premiums and coverage details, for Private Carriers where the property meets eligibility requirements.
4. Displays statutory assessment potential when Citizens' premium is displayed.
5. Determines if property is statutorily eligible for renewal with Citizens. Currently this is based on whether the premium for a Private Carrier's offer of coverage is equal to or less than the Citizens premium based on comparable coverage. The solution should include the flexibility to change, as needed. Comparable coverage is determined according to the following coverage fields, which cannot be changed within the system.
 - a. Same Coverage A or other building limits.
 - b. Same percentage hurricane deductibles.
 - c. Same percentage of ordinance and law coverage.
 - d. Same mitigation credits.
 - e. Same method for loss payment.
 - f. Any other form or coverage that is reasonably comparable as determined by the Board.
6. Provides one (1) of the following eligibility decisions to PolicyCenter.
 - a. No offers are available from any Private Carrier that is appointed to that agent. (*Policy will continue to renew with Citizens in PolicyCenter.*)
 - b. Offer has been received from a Private Carrier that the agent is appointed with, but the premium does not make the policy ineligible for renewal with Citizens.

(Policy will continue to renew with Citizens in PolicyCenter.)

- c. Offer has been received from a Private Carrier that makes the policy ineligible for renewal with Citizens. *(PolicyCenter will set policy for non-renewal.)*
- 7. Provides bridge capability for agent to complete application in Private Carrier system.
- 8. Provides the ability to remove and update the list of participating Private Carriers at Citizens' discretion.

Additional Reply Option for Clearinghouse Replacement: As an alternative to the Citizens Preferred Reply Options described above, Citizens may pursue a single-platform Clearinghouse solution that is more consistent with the existing platform. Citizens is therefore also seeking Replies for a single-platform Clearinghouse solution as further described in Exhibit A - Single Platform Clearinghouse Requirements. If Citizens pursues this option, Citizens will be seeking to further enhance the Clearinghouse Replacement platform under the contract.

Training, Support, and Transition Services: All proposed solutions must include, at a minimum:

- A. Training. Initial and on-going training for Citizens staff on use of proposed Services.
- B. Technical Support. Includes the following:
 - 1. Basic telephone support for Citizens (Mon - Fri, 9am – 5pm ET).
 - 2. Advanced technical support and professional services to assist with software configuration, data imports, extracts, third-party integrations, and end-of-contract transition needs (standard hourly rates may apply).
- C. Transition Services. Citizens expects the Vendor to provide reasonable and customary transition services that will facilitate a smooth transition upon termination or expiration of the current contract.

Additional Value-Added Products and Services: Vendors are encouraged to offer additional services and solutions in their Reply to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be incorporated into the contract.

Contract Term: The initial contract term is anticipated to be five (5) years. At Citizens' discretion, the contract may be renewed for up to five (5), separate one (1) year renewal periods.

1.2 SPECIFIC GOALS, QUESTIONS, AND FACTS: In accordance with Section 287.057(1)(c), Florida Statutes, Citizens provides the following information:

Specific Goals: The specific goal of this ITN is to identify and engage one (1) or more Vendors to provide the best value to Citizens based on several factors, including (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this ITN.

Questions Being Explored: Vendors are not required to respond directly to these questions in their Reply. These questions are included to give Vendors a better understanding of potential negotiation issues and factors that may impact the outcome of this ITN.

- A. What specific services are appropriate to achieve the goals of this ITN?

- B. Will the Preferred Reply Option or the Additional Reply Options for Clearinghouse Replacement best meet Citizens needs as outlined in this solicitation?
- C. Will a single or multiple award best meet Citizens needs as outlined in this solicitation?
- D. How many comparative raters can be certified to determine Citizens' eligibility?
- E. Which solution(s) drive a superior/dynamic user experience while guiding the user through the solution?
- F. How can Vendor solutions provide future opportunities for customer self-service in the new business and renewal eligibility space?
- G. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- H. How can Citizens best position the contract to provide scalability while meeting all current needs for the platform?
- I. What service levels and performance guarantees can Vendors offer to provide greater accountability?
- J. What additional value-added services can Vendors offer that are in the best interest of the Citizens?
- K. What pricing model is best suited for Citizens' needs?
- L. What contract terms and conditions are customary and/or appropriate for Citizens' needs?
- M. Which Vendor ultimately provides the best value for Citizens?

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

1.3 ABOUT CITIZENS: Citizens is a not-for-profit government entity established in 2002 by the Florida Legislature to provide property insurance to those in Florida who are unable to purchase coverage in the private market. Citizens is governed by 627.351(6), Florida Statutes and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Citizens' primary offices are in Jacksonville and Tallahassee, Florida. More information about Citizens can be found at www.citizensfla.com.

1.4 CALENDAR OF EVENTS: Listed below are important events, dates and times relevant to this ITN. These events and dates are subject to change at Citizens' sole discretion. It is each Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
EVENT	DUE DATE AND TIME	APPLICABLE INFORMATION AND LOCATION
ITN Released	December 16, 2021	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Pre-Response Conference	January 5, 2022 11:00 AM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 474997406# <i>Vendor Attendance at this meeting is not mandatory</i>

Questions Due	Must be received PRIOR TO: January 7, 2022 12:00 PM (Noon) ET	Submit via email: citizens.purchasing@citizensfla.com
Answers Posted	January 14, 2022 (Anticipated Date)	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Replies Due	Must be received PRIOR TO: January 26, 2022 2:30 PM ET	See Section II. How Do I Respond below
Evaluation Committee Public Meeting to rank Replies and Announce Intent to Award Contract(s)	February 17, 2022 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 474997406# <i>Vendor Attendance at this meeting is not mandatory</i>
Vendor Negotiations	February 18 – May 16, 2022	
Negotiation Team Public Meeting to Announce Intent to Award Contract(s)	May 17, 2022 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 474997406# <i>Vendor Attendance at this meeting is not mandatory</i> Posted to Citizens website at: https://www.citizensfla.com/solicitations

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five business days prior to the public meeting. A person who is hearing or speech impaired can use the Florida Relay Service at (800)955-8771 (TDD operator).

- 1.5 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 the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Citizens Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.

II. HOW DO I RESPOND?

- 2.1 REPLY SUBMISSION:** Replies must be received no later than the due date and time listed in the Calendar of Events. Failure to submit in a timely manner may result in a Reply being deemed non-responsive. Replies shall be submitted using one of the methods listed below:

- A. Original Reply. Submit Replies via email addressed to citizens.purchasing@citizensfla.com with the subject line ITN No. 21-0026, Citizens Eligibility Reimagined. Vendors who submit their Reply via email should expect to receive an acknowledgement message within one (1) business day. Vendors who do not receive such acknowledgement should immediately contact the Procurement Officer to confirm whether their Reply has been received. Citizens is not obligated to extend the Reply due date/time to allow for email transmission delays errors.

Please note that Citizens is unable to receive a Reply via email if the material is provided using compressed (e.g., .zip) or encrypted files, or if the total size of the email and attachment(s) is 10 megabytes (MB) or greater. Vendors may divide their Reply submission into multiple emails, as needed to meet the file size requirements.

- B. Redacted Copy of Reply (if applicable). In addition to the email required in Section A. above, Vendor should submit a separate email with their Reply containing a **full** “Redacted” electronic version of their Reply in accordance with Section 3.3, below. This email should be labeled “**Redacted Reply**” and be void of any information Vendor deems exempt from Florida’s Public Records Laws. Along with the Redacted Reply, submit a redaction log providing a legal justification for each redaction (e.g. Trade Secret Protection).

2.2 REPLY CONTENTS: The purpose of Vendor’s Reply is to demonstrate its qualifications, competence, and capacity to provide the Services in accordance with the requirements of this ITN.

To be eligible for award, all responding Vendors are to submit the following (collectively, the Reply):

VENDOR REPLY	
ITEM	DESCRIPTION
1. Attachment A, Vendor Certification Form	These documents will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential contract award. These documents will <u>not</u> be used in the scoring of Replies.
2. Financial Documents (as requested in Attachment B)	
3. Current IRS W-9 or W-8 Form (as requested in Attachment B)	
4. Attachment C, Vendor Questionnaire	These documents will provide Citizens with specific information about Vendor’s proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Replies.
5. Attachment D, Price Sheet	

Vendors may also submit a short cover letter. Vendors should not include any other material with a Reply unless those materials are specifically referenced in one of the above Attachments. Citizens will not be obligated to review or accept any extraneous materials.

III. WHAT ARE THE RULES?

- 3.1 QUESTIONS:** Vendors may submit questions, requests for clarification, or requests for changes regarding the ITN via email. Questions must be received by the Procurement Officer by the date and time indicated in the Calendar of Events. Vendors are encouraged to reference the specific section or attachment to which the question pertains.

Questions submitted will not constitute a protest to the ITN or serve as a notice of intent to protest. Answers will constitute an amendment to the ITN only to the extent a substantive change is made.

- 3.2 CHANGES TO ITN:** Citizens may make changes to this ITN by posting an amendment or addendum on Citizens’ website, which is located at <https://www.citizensfla.com/solicitations>. It is each Vendor’s obligation to monitor Citizens’ website to review amendments or addendums.

- 3.3 PUBLIC RECORDS:** By participating in this ITN process and submitting a Reply, Vendor acknowledges the requirements of the Florida Public Record laws found in Chapter 119, Florida Statutes and s. 24(a),

Art. I of the Florida Constitution (Public Record Laws). All Replies and written communications regarding this ITN become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Replies are temporarily exempt from disclosure during the ITN process as provided in Section 119.071(1)(b), Florida Statutes.]*

If Vendor asserts that any portion of its Reply or written communication is confidential or exempt from disclosure under the Public Record Laws (Protected Record), then Vendor **MUST** comply with the following process:

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Reply or written communication with only protected portions redacted; and
- C. Submit a separate redaction log that provides a legal justification (e.g., Trade Secret Protection) for each redaction.

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

If Vendor has submitted a separate electronic copy of the Reply or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy of the redacted portion of Vendor's Reply and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

Citizens does not consider the total annual or monthly amount it could spend under the pricing submitted by a Vendor ("Total Spend") to be a Protected Record under Florida law. If the Total Spend is derived from more granular unit prices or formulas which Vendor considers to be a confidential trade secret, Vendor may protect those items from disclosure using the process described above. The parties acknowledge that (i) Citizens may disclose Total Spend in public meetings and in response to public records requests, and (ii) the disclosure of Total Spend could, to some extent, allow for reverse-engineering and approximation of the Vendor's unit pricing and formulas.

- 3.4 EVALUATION PROCESS:** Replies will be provided to the evaluation committee for individual reviewing using the allocation of points indicated below. Prior to or concurrent with the evaluation committee member review, Citizens will review all Replies to determine whether the minimum qualifications and other requirements are met. Replies that do not comply will be disqualified from consideration. At any time before awarding a contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.

ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS
C	Vendor Questionnaire	Company Overview and Prior Relevant Experience	30

		Implementation and Support Services	10
		Proposed Services	40
D	Pricing		20
Total Points:			100

Pricing Score. The pricing score for each component will be based on the corresponding “Initial Term Component Price” in Attachment D. The Initial Term Component Price will be compared to other Vendor submissions for the same component, i.e. Citizens Eligibility Reimagined, Clearinghouse Enhanced Platform, or Clearinghouse Replacement Platform. For the Citizens Eligibility Reimagined component, this Initial Term Component Price will be compared to other Vendor submissions for the same set of subcomponents, i.e. FMAP Exchange, Certified Comparative Rater, Citizens Offered Comparative Rater, and/or Renewal Comparative Rater.

The Vendor with the lowest Initial Term Component Price (LCP) for a component, or the lowest Initial Term Component Price for the same set of subcomponents for Citizens Eligibility Reimagined, will receive the Max Available Pricing Points for that component. Other Vendors will be scored using the following formula: LCP divided by the other Vendor’s Initial Term Component Price (VCP), times the Max Available Pricing Points.

Citizens Eligibility Reimagined: $(LCP / VCP) \times 20 =$ Vendor component pricing score

Clearinghouse Enhanced Platform: $(LCP / VCP) \times 14 =$ Vendor component pricing score

Clearinghouse Replacement Platform: $(LCP / VCP) \times 4 =$ Vendor component pricing score

If one or more Vendors submits an Initial Term Component Price of \$0, then other Vendors submitting the same component, or the same set of subcomponents for Citizens Eligibility Reimagined, will be scored as follows: the Vendor(s) submitting an Initial Term Component Price of \$0 will receive the Max Available Price Points; the Vendor submitting the lowest nonzero price (LNP) will receive one-half (1/2) of the Max Available Pricing Points; and all other Vendors will be scored using the following formula: Lowest NonZero Price (LNP) divided by the other Vendor’s Initial Term Component Price, times one-half (1/2) of the Max Available Pricing Points. $((LNP / VCP) \times (\text{Max Available Pricing Points} / 2))$

Total Pricing Points: Citizens will not combine pricing points for the above components. A Vendor’s total pricing score is their highest individual pricing score from proposed components. For instance, if a Vendor receives 8 pricing points for Citizens Eligibility Reimagined and 12 pricing points for Clearinghouse Enhanced Platform, then the Vendor will receive 12 total pricing points.

Evaluation Committee Meeting. The average scores of the Evaluation Committee for the Vendor Questionnaire will be combined with the Pricing score to determine the initial ranking of Vendors. In a public meeting, the Evaluation Committee will review the scores and establish a competitive range of Replies reasonably susceptible for award. Vendors within that range may be advanced to the negotiation phase of this ITN. In a public meeting, evaluators may change their initial scores based on their discussions with other evaluation committee members and any subject matter experts.

3.5 **NEGOTIATIONS PROCESS:** The negotiations will proceed as follows:

A. Citizens anticipates beginning negotiations with Vendors in the competitive range, that offer one or

more of the Preferred Reply Option components (see section 1.1 above). If negotiations for the Preferred Reply Option are unsuccessful, Citizens anticipates commencing negotiations with Vendors in the competitive range, in the following order i) Vendors that offer a Clearinghouse Enhanced Solution followed by ii) Vendors that offer a Clearinghouse Replacement solution.

- B. Citizens reserves the right to negotiate with Vendors sequentially or concurrently to determine the best value to Citizens. If the negotiation team negotiates sequentially, it may determine best value after negotiating with the highest ranked Vendor evaluated within the competitive range. If the best value determination is not made, the negotiation team can then move to another Vendor within the competitive range.
- C. Vendors proceeding to negotiations may be required to respond to a detailed Technology Questionnaire within ten (10) calendar days of Vendor being advanced to the negotiation phase. Possible questionnaire categories and sample questions are provided below. Additionally, Vendors will be requested to provide comments/redlines to Attachment E and any documents they anticipate including in the resulting contract.
 - 1. Infrastructure and Technical Architecture:
 - a. Describe the solution's infrastructure architecture, e.g. Cloud, hybrid, or client on-prem hosting and any specific technical requirements needed for implementation, e.g. desktop software, browser plugins, etc.
 - 2. Integrations:
 - a. Can all business data be accessed through your API or integration architecture? Is there any functionality/data that is not available?
 - 3. Access Control and Security:
 - a. Describe the solution's Access Control capabilities
 - b. Describe your ability to secure data both in transit and at rest and indicate security protocols/encryption algorithms used.
 - 4. User Experience:
 - a. Describe the solutions ability to configure and optimize the user experience, e.g. features that can modify screen flow, mobile compatibility, style and branding, etc.
 - 5. Maintenance and Configuration:
 - a. What aspects of the Solution are configurable and to what extent can the solution be customized from within the application or through integration services?
 - 6. Resiliency and Business Continuity:
 - a. Describe the resiliency and recovery architecture, RPO (Recovery Point Objectives) and RTO (Recovery Time Objective). Also provide any specific data retention and deletion guidelines that we should be aware of.
- D. Vendors proceeding to negotiations may be required to make a presentation / demonstration and may be required to provide references, an opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular representatives of Vendor. Any written summary of presentations or demonstrations provided by Vendor should include a list of persons attending on behalf of Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of Vendor's Reply. Failure to provide requested information may result in rejection of the Reply.
- E. Before award, Citizens reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. If necessary, Citizens will request revisions until it is satisfied that the contract model will serve Citizens' needs and is

determined to provide the best value to Citizens.

- F. Citizens also reserves the right to contact references not provided by Vendor. The results of the reference checking may influence negotiations and best value determination.
- G. Proof of Technology and Proof of Concept. Vendor may be requested to provide the following during the negotiations phase:

1. Proof of Technology (PoT) is a demonstration of some of the product capabilities, executed by a Vendor representative through one (1) of the following options: (i) Prerecorded video played for Citizens during PoT presentation; or, (ii) a live (in person or web based) demonstration executed by Vendor representative(s) for Citizens. Citizens expects that the PoT would include the following:
 - a. General overview of the product (including overview of the product architecture, deployment architecture and all technology components and dependencies).
 - b. Demonstrate/describe how the proposed product(s) will provide solutions for the various components described in the ITN.
 - c. Demonstrate what API's, e.g. web services, are available and their capabilities; also include how data is secured both at rest and in transit.
 - d. Demonstrate how data transfer/feed work, data loads work (data loads for a bulk policy intake functionality)
 - e. Demonstrate integrations with any of the third-party products listed by Vendor in their ITN Response, including capability / hooks to integrate with Citizens and other integrations.
 - f. Demonstrate / describe the process in which additional carriers will be added / integrated with the system.
 - g. Describe the features of the product that can be customized with No-Code / Low code related technologies and which features / changes require custom development.
2. Proof of Concept (PoC) is a more collaborative demonstration of the product capabilities. It is anticipated that the Vendor's product would be installed (as applicable) and configured to demonstrate specific scenarios.

If compensation is required by Vendor(s) for the PoC demonstrations, it must be mutually agreed upon with Citizens.

- H. Citizens reserves the right to cease negotiations with any Vendor without notice, and Citizens may elect not to issue a written request for a Best and Final Offer (BAFO) to a Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request BAFO(s) to one or more of the Vendors with which the Negotiation Team has conducted negotiations. The BAFO will typically contain:

1. a revised Scope of Services;
2. all key business terms and conditions to be included in final contract; and,
3. a final price offer.

If BAFOs are requested, the BAFOs will be delivered to the negotiation team for review and shall remain a firm offer(s) for ninety (90) calendar days, not permitted to be withdrawn by a Vendor. Thereafter the negotiation team will meet in a public meeting to determine which offer constitutes the best value to Citizens based upon the selection criteria set forth in Section 3.6 below.

- I. 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.

- J. Citizens reserves the right to utilize subject matter experts and other technical advisors to assist the negotiation team with reviewing the Replies. These persons will not be deemed to be members of the negotiation team.

3.6 SELECTION CRITERIA: The focus of the negotiation team will be on selecting the Vendor(s) that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN and the following selection criteria:

- A. The quality, design, approach, workmanship, prior relevant experience, and demonstrated ability of the Vendor to effectively provide the Services and/or meet the goals of this ITN;
- B. The price and terms of payment for the Services;
- C. The reasonableness of the contractual terms, including service level agreements.
- D. Vendor's ability to provide Services throughout the State of Florida in both a catastrophe and non-catastrophe environments;
- E. Vendor's ability to provide quality and timely Services to Citizens during the term of the Contract; and
- F. Vendor's ability to track performance and quality assurance metrics.

The negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criteria may vary among negotiation team members. The negotiation team members will not be required to numerically score the Vendors; the team's recommendation for award (i.e., the intent to award) may be made based by a majority vote of the negotiation team members. The negotiation team shall not be bound by the scores of the evaluation committee in making this recommendation.

3.7 VENDOR RESPONSIBILITY REVIEW: In accordance with Section 287.057, Florida Statutes, a contract pursuant to this ITN can only be awarded to a "responsible vendor." A responsible vendor means "a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance." Section 287.012(25), Florida Statutes. Citizens may determine Vendor responsibility either before or after a Reply is evaluated, provided that a final determination will be made before Citizens enters into a contract with awarded Vendor(s).

Citizens will determine Vendor responsibility based on (i) information provided in Vendor's Reply; (ii) information obtained from independent research including information obtains from third parties or the internet; and (iii) any clarifications or supplemental material provided by Vendor at Citizens' request. To this end, Citizens may request Vendor to provide recent financial information, disclose potential conflicts of interests, and disclose any history of legal actions (including license suspensions, criminal records, administrative complaints, etc.). Citizens may also require responsibility review of additional entities as determined appropriate by Citizens, such as a separate entity proposed by Vendor for implementation services.

3.8 EXECUTION OF CONTRACT: Citizens' standard amendment to vendor SaaS agreements is set forth in **Attachment E, Citizens' Standard Terms and Conditions**. Citizens anticipates addressing each of the topics set forth in **Attachment E** at the appropriate time prior to contract award. Modifications may be proposed and negotiated to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Reply. Prior to entering a contract, Vendors will be required to maintain a current authorization to do business within the State of Florida, which will be verified on an annual basis through the [Department of State, Division of Corporations](#).

Vendors receiving an award under this ITN will be required to sign a final contract that includes terms

and conditions negotiated in accordance with this Section. Vendor shall have no vested right to do business with or receive payment from Citizens until a contract is signed by all parties. Unless the contract specifically provides otherwise, the execution of a contract does not guarantee Vendor will receive any particular volume of business from Citizens.

3.9 PROTESTS: There are two conditions under which this ITN may be challenged:

- A. There may be a protest of the terms, conditions, and specifications contained in the ITN, including any provisions governing the methods for ranking bids, Replies, replies, awarding contracts, reserving rights for further awards, 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 seventy-two (72) hours after Citizens posts notice of the applicable ITN term, condition or specification (excluding Saturdays, Sundays and state holidays);** or
- B. A person adversely affected by Citizens' decision or intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c), Florida Statutes, may challenge the decision. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within seventy-two (72) hours after Citizens posts notice of its decision or intended decision (excluding Saturdays, Sundays, and state holidays).**

Questions to the Procurement Officer do not constitute formal notice of protest.

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within ten (10) calendar days after the date the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this ITN shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfb-e636-40ec-a9f5-34873d053bf7>.

Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of the notice of intent to protest or the formal written protest is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2101 Maryland Circle
Tallahassee, FL 32303
Email: Agency.Clerk@citizensfla.com

3.10 COSTS OF PREPARING REPLIES AND FUTURE USE: Citizens is not liable for any costs incurred by Vendor in responding to this ITN, including costs for materials, meetings and/or travel. Other than Vendor's intellectual property, all Replies become the property of Citizens. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.

3.11 WITHDRAWAL OF A REPLY: All Replies submitted by Vendors will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Reply that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or

rejected. Notwithstanding the above, a Reply may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Reply Due Date.

- 3.12 MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Reply if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Reply Due Date, to submit documents that were inadvertently omitted from a Reply or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Reply not submitted in the manner specified by this ITN.
- 3.13 NO MISREPRESENTATIONS:** All information provided and representations made by Vendor relating to this ITN or contained in Vendor's Reply are material and important and will be relied upon by Citizens in awarding the contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Reply. A misrepresentation may be punishable under law. Furthermore, any misrepresentation may be immediate grounds for termination of the contract and bar Vendor from participating in future solicitations or other business opportunities with Citizens.