



**INVITATION TO NEGOTIATE No. 21-0022
FOR
MEDICAL PLAN AND PRESCRIPTION DRUG COVERAGE ADMINISTRATIVE
SERVICES**

REPLY DUE DATE: FEBRUARY 2, 2022

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

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Citizens Property Insurance Corporation
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Tallahassee, Florida 32303
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**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION
627.351(6)(e), FLORIDA STATUTES, CONSTITUTES A WAIVER OF PROCEEDINGS.**

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Attachment B – Vendor Certification Form
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Attachment E – Minimum Requirements Acknowledgement Form
Attachment F – Vendor Questionnaire for Medical Plan with a Prescription Drug Plan
Attachment G – Vendor Questionnaire for National Prescription Drug Plan
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EXHIBITS

Exhibit I – Employee Demographics

Exhibit II – Demographics Medical Enrollment

Exhibit III – Medical and Prescription Drug Plan High Level Comparison

Exhibit IV – Employee Census Data (see Section 2.2(A))

Exhibit V – IT Questionnaire

Exhibit VI – Total Revenue Disclosure Form

REPLY CHECKLIST

The following checklist identifies the mandatory documents that must be included in a Reply. Failure to complete and provide any of these mandatory documents shall result in disqualification of the Vendor (as non-responsive).		
	MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Reply via email	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Reply via email (required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment A, Notice of Intent to Reply Confidentiality/Non-Disclosure Agreement	2.2 A
<input type="checkbox"/>	Attachment B, Vendor Certification Form	3.6
<input type="checkbox"/>	Attachment C, Responsible Vendor Review Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment D)	
<input type="checkbox"/>	Attachment E, Minimum Requirements Acknowledgement Form	
<input type="checkbox"/>	Attachment F, Vendor Questionnaire for Medical Plan with a Prescription Drug Plan	
<input type="checkbox"/>	Attachment G, Vendor Questionnaire for National Prescription Drug Plan	

SECTION 1 - INTRODUCTION

- 1.1 STATEMENT OF PURPOSE:** This Invitation to Negotiate (ITN) is issued by Citizens Property Insurance Corporation (**Citizens**) to request competitive sealed replies (**Replies**) from firms (**Vendors**) capable of providing services needed for a National Medical Plan defined as:

- a self-funded Preferred Provider Organization (**PPO**) medical plan;
- a self-funded Exclusive Provider Organization (**EPO**) medical plan; and/or,
- a High Deductible Health Plan (**HDHP**).

together with a National Prescription Drug Plan defined as a self-funded prescription benefit program to be offered to Citizens' employees, effective January 1, 2023 (**Services**).

Replies will be accepted from Vendors that can provide the PPO, EPO, and a HDHP, together with a National Prescription Drug Plan. Separate Vendors, who can only provide a stand-alone National Prescription Drug Plan will also be accepted. Replies for the combined Medical Plan with a Prescription Drug Plan will be evaluated and scored separately from the stand-alone National Prescription Drug Plan replies. Although Citizens may prefer one Vendor to provide both products, Citizens may choose to award separate contracts to separate Vendors. The Services are more fully described in Section 2 of this ITN.

Each Vendor may not submit more than one Reply to this ITN. However, during the negotiations phase, a Vendor may propose alternative solutions as Citizens' interests and needs become more detailed.

- 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 or more Vendors to provide the best value to Citizens based on several factors, including: (a) prior relevant experience, (b) quality of personnel and resources used to provide the Services, (c) proposed methods for delivering the Services, and; (d) 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 and deliverables are appropriate to achieve the goals of this ITN?
- B. How can the Vendor best meet the current and future needs of Citizens while maintaining consistency with the existing design plan?
- C. What level of flexibility can Vendors offer to implement future changes to the program?
- D. How can Citizens best position the Contract to provide network access scalability while meeting current needs for the program?
- E. How can the Vendor help Citizens communicate transparency around all health care and prescription drug practices and pricing?
- F. What medical plan offers the most advantageous medical plan network discounts and best network access for Citizens employees?
- G. What pricing is best suited for Citizens' needs and remain competitive throughout the term of the Contract?

- H. What differentiating factors and ancillary services does the Vendor offer that would be in the best interest of Citizens?
- I. How can Citizens ensure that confidential information will be maintained by Vendor in a safe and secure manner?
- J. What performance guarantees and/or service levels can Vendors offer to provide greater accountability?
- K. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- L. Which Vendor ultimately provides the best value for Citizens?

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

1.3 DEFINITIONS: In addition to other terms defined in this ITN, the following terms shall have the following meanings:

- A. **Centers of Excellence** – means the designation of a hospital, treatment center, or other organization as a Center of Excellence which is intended to recognize organizations that demonstrate excellence in patient-centered coordinated care for persons undergoing treatment and therapy.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **COBRA** – means the continuation of group health coverage required under the Title XXII of the Public Health Services Act (PHSA), 42 U.S.C. §§ 300bb-1 through 300bb-8.
- D. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- E. **HIPAA** – means the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder.
- F. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- G. **Narrow or High-Performance Network Alternative** – means a network that may offer a limited selection of providers but the limited selection may be offset by better pricing.
- H. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- I. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- J. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- K. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.

1.4 CITIZENS BACKGROUND: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6), Florida Statutes, and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens' website: <https://www.citizensfla.com>.

- 1.5 DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. To this end, it is vital that such businesses participate in Citizens' procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Replies to this ITN.
- 1.6 TAXES:** Citizens is a governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employee wages.
- 1.7 CONTRACT TERM:** The Contract term is anticipated to be three (3) years. This Contract may be renewed for up to three (3) additional one (1) year renewal years. The Contract term, and any renewal terms, may be negotiated during the course of this ITN. Under Florida law, renewals may not exceed three (3) years or the original term, whichever is greater.
- 1.8 NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.
- 1.9 CALENDAR OF EVENTS:** Listed below are important events and dates relevant to this ITN. These events and dates are subject to change at Citizens' sole discretion. It is each Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
DATE	TIME	EVENT
December 21, 2021		ITN Released
January 5, 2021	10:00 AM ET	Pre-Response Conference (Not Mandatory) Telephone number: (904) 490-0703 Access Code: 626 581 780#
January 7, 2022	2:00 PM ET	Questions Due
January 18, 2022		Answers Posted
January 25, 2022	2:00 PM ET	Vendor Deadline to submit Attachment A – Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement
February 2, 2022	2:30 PM ET	Replies Due
March 8, 2022	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations Telephone number: (904) 490-0703 Access Code: 626 581 780#
March 8 – April 25, 2022		Vendor Negotiations

CALENDAR OF EVENTS		
DATE	TIME	EVENT
March 15 – March 22, 2022		Vendor Presentations
April 26, 2022	2 PM ET	Negotiation Team Public Meeting to Announce Intent to Award Contract(s) Telephone number: (904) 490-0703 Access Code: 626 581 780#

- 1.10 PUBLIC MEETINGS:** Public meetings related to this ITN will be held on the dates and times indicated in Section 1.9, Calendar of Events. The instructions for accessing each meeting are provided below:

Telephone number: (904) 490-0703
Access Code: 626 581 780#

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).

- A. **Pre-Bid Conference:** A telephonic Pre-Bid Conference will be held to provide Vendors with pertinent information, address questions and clarify any provisions in the ITN that may not be fully understood. **Attendance at the Pre-Bid Conference is not mandatory.**
- B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the evaluation committee to (i) rank the Replies based on evaluation criteria set forth in Section 3, and (ii) establish the competitive range of Replies reasonably susceptible for award. Those Vendor(s) within the competitive range may be advanced to Negotiations. **Attendance at this meeting is not mandatory.** Discussion between the evaluation committee and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the evaluation committee members and any Vendor during this public meeting.
- C. **Negotiation Team Public Meeting:** Citizens will hold a telephonic public meeting to determine which Vendor(s) Citizens intends to award a Contract to. **Attendance at this meeting is not mandatory.** Discussion between the negotiation team and Subject Matter Experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the negotiation team members and any Vendor during this public meeting.

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SECTION 2 - SCOPE OF SERVICES

- 2.1 BACKGROUND:** As of September 2021, Citizens has one thousand one hundred and forty-three (1,143) full time eligible employees with most employees located throughout the state of Florida and a small percentage of Citizens employees located outside the State of Florida (see Exhibit I, Employee Demographics). Generally, 93% of employees enroll in one of the medical plans. Citizens currently offers employees three medical plans through Florida Blue: EPO, PPO, and HDHP and prescription drug coverage. Current medical plan details are more fully described in Exhibit II, Demographics Medical Enrollment.

CURRENT ELIGIBILITY DETAILS – PROVIDED BY CITIZENS VIA A WEEKLY FILE FEED
Employees working at least thirty (30) hours per week (employees enrolled in coverage prior to 12/31/12 who worked at least twenty (20) hours per week are also eligible)
Covered employee's spouse
Covered employee's domestic partner and dependents
Covered employee's child or children (up to age twenty-six (26), regardless of student, marital, financial, or residence status or if coverage is available on another plan)
Covered employee's dependents newborn child (up to eighteen (18) months)
Retired employees formerly enrolled in benefits (until age sixty-five (65), benefits offered concurrently with COBRA for dental and vision coverage only)
Employees eligible for severance (Benefits will continue for up to twenty (20) weeks. Length of severance coverage depends upon position level and years of service and will cease on last day of the month during which severance payments cease. COBRA may be elected upon termination of severance coverage.)
WAITING PERIOD
Coverage is effective first (1 st) of the month after date of hire
CURRENT PROVIDER INFORMATION
Blue Cross Blue Shield – EPO, PPO, HDHP and prescription drug coverage
AccrueHealth – FSA and HSA
HCC Life Insurance Company – Stop Loss insurance
Rally – Wellness program

- 2.2 MINIMUM QUALIFICATIONS:** The minimum qualifications for this ITN are represented in five (5) attachments, as described below. Vendor must satisfy the minimum qualifications in order to be eligible for an award of a Contract under this ITN, subject to Section 4.6 below:

- A. Through **Attachment A, Notice of Intent to Reply and Confidentiality/Non-Disclosure Agreement**, to be eligible to reply to this ITN Vendor(s) must obtain the Employee Census (Exhibit IV) directly from the Procurement Officer. This file contains certain confidential, and HIPAA protected information.

To obtain this data, Vendor(s) must submit a fully completed copy of the Notice of Intent to Reply and Confidentiality Non-Disclosure Agreement (Attachment A) to the Procurement Officer by email at citizens.purchasing@citizensfla.com, by the date and time indicated in the Calendar of Events.

Vendors who submit a Notice of Intent to Reply and Confidentiality Non-Disclosure Agreement (Attachment A) and receive the data included in Exhibit IV but fail to submit a Response, shall, as pursuant to HIPAA's necessary requirements, (i) destroy the Employee

Census information, including any copies, by the time Responses are due; and (ii) provide confirmation of compliance in writing via email at citizens.purchasing@citizensfla.com that the data and the files received from Citizens, including any copies, have been destroyed and are no longer accessible by any of the individuals included on the access list (page 3 of Attachment A) on or before the due date for responses.

- B. Through **Attachment B, Vendor Certification Form**, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in **Attachment B**.
- C. Through **Attachment C, Responsible Vendor Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor is a “Responsible Vendor” as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a “Responsible Vendor” by Citizens’ Vendor Management Office using the information contained on **Attachment C** and other available information.
- D. Through **Attachment D, Financial Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the services for the term of the Contract. Vendor must receive a PASS determination from Citizens’ Vendor Management Office, with the assistance of an independent CPA, regarding Vendor’s financial stability, viability, and capacity as described in **Attachment D**.
- E. Through **Attachment E, Minimum Requirements Acknowledgment Form**, Vendor must certify that it meets certain minimum requirements relating to the ITN. Vendor must answer “Agree” to each of the minimum requirements listed in **Attachment E**.

- 2.3. **DESCRIPTION OF SERVICES:** The Services requested by Citizens are set forth in Section 3 of **Attachment H, Draft Contract** and are to include a high-quality medical and prescription drug benefit program consistent with current benefits, while effectively managing costs for Citizen’s PPO, EPO, and HDHP self-funded benefit offerings. **It is Citizens’ preference to maintain consistency with the existing plan design, see Exhibit III, Medical and Prescription Drug Plan High Level Comparison, on a self-funded basis.**

Vendors are encouraged to offer additional services and solutions in their Reply to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be the subject of negotiations.

Citizens requests Vendors provide their standard Administrative Services Only (ASO) contract template and any other agreements anticipated for the delivery of ASO Services. The Services will be confirmed and specified in the Contract during Negotiations and, after award, contract finalization.

- 2.4 **CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates negotiating contractual terms and conditions using (i) the proposed contract Vendor submits in its Reply, and (ii) **Attachment H, Draft Contract**. Please see Section 2.3 above. If the final contractual terms cannot be finalized, Citizens may withdraw the award and issue an award to the next-ranked Vendor(s). 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 are not expected or required to submit proposed edits to the Attachment H, Draft Contract until the negotiations phase of this ITN. Any questions concerning this process or particular contract provisions may be raised in either the Pre-Bid Conference, in the Open Question Period during this ITN, or during the negotiation phase.

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SECTION 3 - REPLY INSTRUCTIONS AND EVALUATION PROCESS

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the ITN and ending on the date and time specified in Section 1.9, Calendar of Events. Vendors may submit questions in writing to the Procurement Officer (see email address on the Cover Page). Citizens will post answers to the questions on Citizens' website in accordance with the Calendar of Events so all questions and answers are made available at the same time to all Vendors. Questions submitted will not constitute a protest to the ITN. Answers will constitute an amendment to the ITN only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS ITN, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

Vendors are encouraged to cite the solicitation section number(s) or attachment to which the question pertains.

- 3.2 CHANGES TO SOLICITATION:** If any changes are made to this ITN, such changes will be formally noted through an amendment or addendum posted on Citizens' website, 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 (the "Public Record Laws"), and agrees to the provisions set forth in this Section. Citizens is a public entity subject to the Public Record Laws. All Replies and written communications regarding this ITN become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Replies are temporarily exempt from disclosure during the competitive solicitation process as provided in Section 119.071(1)(b), Florida Statutes.]*

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

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

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

If Vendor has submitted a separate electronic copy of the Reply or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy

of the redacted portion of Vendor's Reply and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this Section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

- 3.4 REPLY DUE DATE AND SUBMISSION:** Replies must be received by the Procurement Officer at either the email address listed in Section 3.5.A below or the physical address on the Cover Page on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this ITN on the front of its Reply as follows:

ITN No. 21-0022, Medical and Prescription Drug Coverage Administrative Services

- 3.5 REPLY FORMAT:** This Section prescribes the format in which Replies are to be submitted. Any information deemed appropriate by Vendor may be included within the applicable folders. Mandatory documents are identified in Section 3.6 by the specific term "**shall submit**" in bold type. Failure to provide or satisfy any of the mandatory documents **will result in disqualification of the Vendor as non-responsive, subject to Section 4.6.**

Citizens is under no obligation to look for responsive information contained in incorrect folders or that is not organized according to these instructions.

It is Vendor's responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what a Vendor's capabilities are or what items/services it can provide, even if the Vendor has previously contracted with Citizens. Replies are evaluated on the information and materials provided in the Reply. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Replies.

Vendors must clearly identify any attempt to use the background, experience or qualifications of a parent company, a predecessor company or an affiliated company as part of its Reply. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Reply. If the other company's information is considered necessary for the evaluation of a Reply, Citizens may require the other company to guarantee the performance or obligations of Vendor.

- A. Original Reply: Vendors may submit Replies via email addressed to citizens.purchasing@citizensfla.com with the subject line **ITN No. 21-0022, Medical and Prescription Drug Coverage Administrative Services**. Vendors who submit their Reply via email should expect to receive an acknowledgement message within one business day. Vendors who do not receive such acknowledgement should immediately contact to 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.

- B. Redacted Copy of Reply: In addition to the media required in Section A. above, Vendor should submit an additional email with their Reply containing a full "Redacted" electronic version of their Reply in accordance with Section 3.3, above. This email header should be labeled "**Redacted Reply**" and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the Redacted Reply, submit a redaction log

providing a legal justification for each redaction (e.g. Trade Secret Protection).

- 3.6 REPLY CONTENTS:** The purpose of Vendor's Reply is to demonstrate its qualifications, competence and capacity to provide the Services in conformity with the requirements of this ITN. The Reply should be organized as follows:

VENDOR REPLY	
ITEM	DESCRIPTION
Attachment A – Notice of Intent to Reply Confidentiality/Non-Disclosure Agreement	These documents will provide Citizens with basic information about the Vendor and its proposed Services as well as provide certain assurances necessary to qualify the Vendor for a potential award of contract. These documents will not be used in the scoring of replies.
Attachment B, Vendor Certification Form	
Attachment C, Responsible Vendor Review Form	
Additional Documents as requested in Attachment C	
Attachment D, Financial Review Form	
Financial Documents as requested in Attachment D	
Attachment E, Minimum Requirements Acknowledgement Form	These documents will provide Citizens with specific information about the Vendor's proposed Services and will be used as a basis for evaluation and scoring of the replies.
Attachment F, Vendor Questionnaire for Medical Plan with a Prescription Drug Plan	
Attachment G, Vendor Questionnaire for National Prescription Drug Plan	

- 3.7 EVALUATION PROCESS:** Replies will be provided to the evaluation committee members for individual review using the allocation of points indicated below. Prior to or concurrent with 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 further consideration. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.

QUESTIONNAIRE SECTIONS	POINTS
Attachment F: Vendor Questionnaire for Medical Plan with a Prescription Drug Plan	
Section I – Company Profile and Experience	5
Section II – Program Administrative and Support Services	5
Section III – Network Services	20
Section IV – Program Content	15
Section V – Claims Processing	15
Section VI – Prescription Drug Rebates	15
Section VII – Innovation & Technology	10
Section VIII – Implementation & Service Levels	10
Section IX – Additional Services	5
Section X – Presentation Schedule	Not scored
Section XI – Contractual Terms	Not Scored
ATTACHMENT F TOTAL POINTS	100

QUESTIONNAIRE SECTIONS	POINTS
Attachment G: Vendor Questionnaire for National Prescription Drug Plan	
Section I – Company Profile and Experience	5
Section II – Program Administrative and Support Services	5
Section III – Network Services	20
Section IV – Program Content	15
Section V – Claims Processing	15
Section VI – Prescription Drug Rebates	15
Section VII – Innovation & Technology	10
Section VIII – Implementation & Service Levels	10
Section IX – Additional Services	5
Section X – Presentation Schedule	Not scored
Section XI – Contractual Terms	Not Scored
ATTACHMENT G TOTAL POINTS	100

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

3.8 NEGOTIATIONS PROCESS: The negotiations will proceed as follows:

- A. Citizens reserves the right to negotiate with Vendor(s) sequentially or concurrently to determine the best value to Citizens. If the negotiation team negotiates sequentially, it may determine best value after negotiating with the highest ranked Vendor evaluated within the competitive range. If the best value determination is not made, the negotiation team can then move to another Vendor within the competitive range.
- B. Vendors proceeding to negotiations may be required to make a presentation / demonstration, as specified in Section 1.9 Calendar of Events 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.
- C. 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.
- D. 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.
- E. 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:
 - A revised Scope of Services;

- All key business terms and conditions to be included in final contract; and
- A final price offer.

If BAFOs are requested, the BAFOs will be delivered to the negotiation team for review and shall remain a firm offer(s) for 180 days, not permitted to be withdrawn by a Vendor. Thereafter the negotiation team will meet in a public meeting to determine which offer constitutes the best value to Citizens based upon the selection criteria set forth in Section 3.9 below.

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

3.9 SELECTION CRITERIA: The focus of the negotiation team will be on selecting the Vendor(s) that provides the best value to Citizens. 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 and nationwide.
- 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.

3.10 EXECUTION OF CONTRACT: Vendors receiving an award under this ITN will be required to sign a final Contract that includes terms and conditions substantially as set forth within **Attachment H, Draft Contract**. See Sections 2.3 and 2.4 above. The final Contract will include all of the terms and conditions agreed to during negotiations. Any request to change contract terms in Attachment H are allowed to be submitted to the Procurement Officer during the negotiations phase for this ITN. Over the term of the Contract, Citizens may amend for logical follow-on work within the general scope.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties.

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SECTION 4 - GENERAL CONDITIONS

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

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

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

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

Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), Florida Statutes, 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

4.2 **COSTS OF PREPARING REPLIES:** Citizens is not liable for any costs incurred by Vendor in replying to this ITN, including costs for materials, meetings and/or travel, if applicable.

4.3 **USE OF REPLIES:** Other than Vendor's intellectual property, all Replies become the property of Citizens and will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.

4.4 **WITHDRAWAL OF A REPLY:** All Replies submitted by Vendor, including a BAFO, 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.

- 4.5 MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Reply if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Reply Due Date, to submit documents that were inadvertently omitted from a Reply or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Reply not submitted in the manner specified by the ITN.
- 4.6 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, including, but not limited to, Chapter 817, Florida Statutes. 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.
- 4.7 NO CONFLICTS OF INTEREST:** Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the Services required under this ITN.
- 4.8 ACCEPTANCE OF TERMS:** Submission of a Reply constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this ITN, unless otherwise specified in the Reply.
- 4.9 SUBSEQUENT NEGOTIATIONS AND AWARDS:** If a Contract cannot be reached with the intended awardee, or if a Contract is terminated for cause by Citizens or terminated without cause by a Vendor, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor under this ITN. If Citizens fails to contract with the next-ranked eligible Vendor it may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing, terms and conditions is found.
- 4.10 ENTIRE SOLICITATION:** This ITN shall constitute the entire understanding of the parties with respect to the solicitation of the Services hereunder. No decisions or actions shall be initiated or executed by Vendor as a result of any verbal discussions with a Citizens employee. Only written communications from authorized Citizens staff will be considered as authorized on behalf of Citizens.

END OF DOCUMENT