



REFER ALL INQUIRIES TO
SUMMER REEVES, PROCUREMENT OFFICER
(850) 513-3738
CITIZENS.PURCHASING@CITIZENSFLA.COM

INVITATION TO NEGOTIATE (ITN) NO: 22-0018
FOR
CLOUD-BASED INSURANCE SUITE

POSTING DATE: September 13, 2022

REPLY SUBMISSION DEADLINE: 2:00 p.m. ET on October 25, 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 cloud-based Insurance Suite software-as-a-service (**Software**) to be used for Citizens' property and casualty business. The initial scope of services is outlined below and will be more fully explored during the negotiations phase of this procurement.

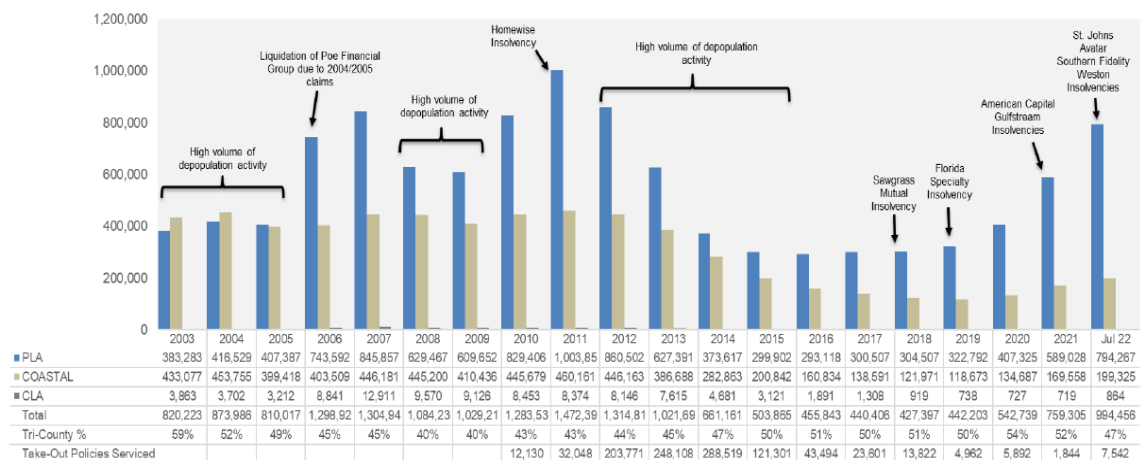
1.1.1. Citizens Background and Size. Citizens is a Florida government entity providing property and casualty insurance to homeowners in Florida who cannot obtain insurance in the private market. Citizens currently has the following business metrics:

- Policies in Force (PIF) in the past five (5) years:
2022: 994,456 (through July 31, 2022)
2021: 759,305
2020: 542,739
2019: 442,203
2018: 427,397
- annual [In-Force Premium](#) of over \$2.4 billion (as of June 30, 2022);
- over \$1.4 billion in Direct Written Premium (January 1 – July 31, 2022);
- approximately 1,200 full-time employees, located primarily in Jacksonville and Tallahassee, Florida;
- approximately 10,300 appointed agents; and,
- annual number of claims filed in the past five (5) years:

Reported Count	Cat	Non-Cat	Total
2022 (as of July 31, 2022)	3,137	23,353	26,490
2021	3,949	28,420	32,369
2020	10,346	23,020	33,366
2019	5,542	18,584	24,126

2018	11,784	19,156	30,940
2017	62,752	19,730	82,482
Total	97,510	132,263	229,773

Over Citizens' history and as illustrated in the following graph, Citizens' PIF has varied significantly due to market conditions in the State of Florida. In certain circumstances, the Florida Office of Insurance Regulation may request Citizens to transition eligible policyholders from private market insurers declared insolvent. Circumstances such as this and unfavorable market conditions result in periodic and temporary growth in Citizens' PIF. As a residual market insurer, Citizens undertakes various measures and has the benefit of various legislatively mandated programs, such as Citizens' Depopulation Program, which serve to remove policies from Citizens and return them to the private market. These measures and programs have resulted and will result in reductions in PIF, and Citizens anticipates future and significant reductions in PIF (and direct written premium) from current levels.



Additional information about Citizens is available on Citizens' website: <https://www.citizensfla.com>.

1.1.2. **Desired Software Functionality.** Citizens expects the entity providing the Software (**Software Vendor**) to provide a single, state-of-the-art, cloud-based insurance suite software with the following core components:

- **Underwriting and Product Services:** includes rating and rules, underwriting, issuance, forms management, document and workflow management, reporting, and other policy servicing functions for both personal and commercial lines.
- **Agency Services:** includes the ability to establish roles and permissions based on insurance type, document and workflow management, integration with agency appointment/relationship systems, commission management, and a streamlined agent user interface experience.
- **Claims Management:** includes first notice of loss, loss adjustment, settlement and payment, document and workflow management, reporting, and related functions.
- **Billing and Payment:** includes policyholder invoicing and payment plan management, check processing and issuance, basic accounting functions, and related functions.
- **Insured Self-Service:** includes ability for insureds to communicate, view or act on policy, claim, or other components of the insurance system.

Additional information regarding the desired functionality is provided in Attachment D, Functionality Workbook. Vendors must complete Attachment D indicating the availability of specific Features and Functionality within the proposed Software.

1.1.3. Implementation Services. An implementation plan and statement of work will be mutually developed, prior to contract award, by Citizens and the entity providing implementation services (**Implementation Vendor**). The Implementation Vendor is expected to provide the following:

- an extensive “discovery phase,” before design/build work begins, after which Citizens will decide on whether to move forward the implementation, or not;
- data migration of more than 5 terabytes from Citizens existing systems;
- design and build multiple system integrations (see Exhibit 1: Diagram of Integrations);
- initial Software configurations, as needed by Citizens;
- initial setup of Citizens internal and external users into the proposed Software; and
- initial training of Citizens internal and external users (including Citizens’ IT staff).

1.1.4. Ongoing Support Services. Citizens will expect the Software Vendor to provide ongoing support services throughout the term of the agreement. Citizens may also seek additional support services from the Implementation Vendor (if a separate entity).

1.1.5. Reply Options. Vendors responding to this ITN may:

- submit a Reply proposing to provide the Software (section 1.1.2.), the Implementation Services (section 1.1.3.), and the Ongoing Support Services (section 1.1.4.) **directly**; or,
- submit a Reply in which the Software Vendor will provide the Software (section 1.1.2.) and the Ongoing Support Services (section 1.1.4.), and a separate Implementation Vendor provides the Implementation Services (section 1.1.3.). Citizens will require both entities to pass a responsibility review as described in Sections 3.5 and 3.6 below.

A Vendor may incorporate third-party products/services into its Reply so long as those products/services and relationships are clearly disclosed in Attachment C, Vendor Questionnaire (e.g., an authorized implementation partner may submit a Reply that includes authorized pricing for one or more third-party products).

1.1.6. Implementation Timeline. Citizens currently uses a customized on-premises version of Guidewire InsuranceSuite, V.9. The contract for this system was entered in July 2011 and most of the support obligations will expire in July 2026. As such, Citizens would like to have the new system fully implemented and in production by December 31, 2025 (with the legacy on-premises system turned off by July 2026).

1.1.7. Anticipated Term of Agreement. Citizens anticipates an initial ten (10) year Software subscription, followed by ten (10) years of optional renewals. The implementation services agreement is expected to commence in August 2023 with completion by December 2025. The term of each agreement will be further explored and finalized during negotiations.

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 a Vendor 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 reply 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 will best achieve the goals of this ITN?
- B. Which Reply Option will best meet Citizens needs as outlined in this ITN?
- C. Which Vendor provides the greatest assurances of a smooth, timely, and cost-effective implementation, conversion, and migration to the proposed Software?
- D. Which Software best compliments Citizens' technology architecture without a substantial overhaul of existing business systems?
- E. Which Software provides the greatest flexibility for Citizens to adapt the Software for its business requirements without modifying the base code?
- F. Which Reply best provides the greatest degree of scalability (i.e., growth and shrinkage) in the future, while meeting all current needs for Citizens?
- G. What service levels and performance guarantees can Vendors offer to provide greater accountability and ensure that Services are performed in a reliable, agreed upon manner?
- H. What additional value-added products and services can Vendors offer that are in the best interest of the Citizens?
- I. What pricing model and contract terms are in the best interest of Citizens?
- J. Which Reply would be best positioned to minimize internal costs and risks associated with implementation?
- K. 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 and Attachment D, Functionality Workbook.

- 1.3 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	September 13, 2022	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Pre-Reply Conference	September 20, 2022 10:00 AM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 257066041# <i>Vendor Attendance at this meeting is not mandatory</i>

Questions Due	September 27, 2022 2:00 PM ET	Submit via email: citizens.purchasing@citizensfla.com
Answers Posted	October 11, 2022	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Replies Due	October 25, 2022 2:00 PM ET	See Section II. How Do I Reply below
Evaluation Committee Public Meeting to rank Replies	December 13, 2022 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 715315336# <i>Vendor Attendance at this meeting is not mandatory</i>
Vendor Negotiations	December 14, 2022 – April 24, 2023	
Negotiation Team Public Meeting to Announce Intent to Award Contracts	April 25, 2023 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 555602794# <i>Vendor Attendance at this meeting is not mandatory</i> Posted to Citizens website at: https://www.citizensfla.com/solicitations

Any person requiring 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).

- 1.4 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 REPLY?

- 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. 22-0018, Cloud-Based Insurance Suite. 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 attachments 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” version of their Reply (i.e., the original Reply in its entirety with the applicable sections redacted) 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 replying 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 <i>(as requested in Attachment B)</i>	
3. Current IRS W-9 or W-8 Form <i>(as requested in Attachment B)</i>	
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, Functionality Workbook	
6. Attachment E, 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 Records 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 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 unit prices or formulas from disclosure using the process described above. By submitting a Reply, Vendors 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	Software Vendor Background and Experience	15
		Software Functionality including Attachment D, Functionality Workbook	30
		Support Services from Software Vendor	15
		Disaster Recovery and Resiliency from Software Vendor	7

		Implementation Vendor Experience and Plan	20
		Optional Products and Services	8
E	Price Sheet		5
Total Points:			100

Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed total price (Years 1-10) from all responsive Vendors will be awarded **5** points and henceforth be known as Lowest Total Price (LTP). Replies of other Vendors will be scored using the following formula: LTP divided by the Reply Price (RP) being considered times maximum points of **5**.

$$\text{Formula: } (LTP/RP) \times 5 = \text{Score}$$

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.

3.5 NEGOTIATIONS PROCESS: The negotiations will proceed as follows:

- A. 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.

- B. Vendors proceeding to negotiations may be required to make a presentation, demonstration, Proof of Technology (PoT) demonstration, provide references, an opportunity for a site visit, etc.

Citizens anticipates any Software demonstrations, if requested, will be provided by the Implementation Vendor with the Software Vendor in attendance. 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 the requested information may result in rejection of the Reply.

- C. Vendors advanced to negotiations along with any partner, subcontractor, or other third-party that stores, accesses, or uses Citizens' data, may be required to submit a copy of their current Service Organization Controls (SOC) II Type 2 Report, ISO 27001 attestation, or alternative data security certification for review by Citizens.

- D. Implementation Statement of Work. Citizens may request a comprehensive Implementation Statement of Work (e.g., timeline and phases, resource plan for the Vendor and Citizens, dependencies on Citizens resources, system acceptance process, change control process, training, plan, etc.) from certain Vendors during negotiations.

Citizens anticipates finalizing the Implementation Statement of Work after the "discovery" phase (see section 1.1.3 above).

- 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 Concept (PoC). Citizens may request a PoC from certain Vendors during negotiations. The PoC will require the creation and configuration of a live test environment, and a limited number of integrations with Citizens' business systems, to demonstrate how certain transactions and scenarios would be processed. Details of each PoC, if requested, will be negotiated with requested Vendors. If compensation is required by Vendor(s) for the PoC, 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 the 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 may 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 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. Overall cost and approach of implementation;
- D. The reasonableness of the contractual terms, including service level agreements.
- E. Vendor's ability to provide Services throughout the State of Florida in both catastrophe and non-catastrophe environments;
- F. Vendor's ability to provide quality and timely Services to Citizens during the term of the Contract; and
- G. 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 criterion 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 on 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 obtained 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 will 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 CONTRACT TERMS AND CONDITIONS:** Citizens anticipates negotiating contract terms and conditions using (i) the proposed contract Vendor submits during negotiations; (ii) **Attachment F, Citizens Draft Amendment to Vendor Contract**; and, (iii) other terms and conditions agreed to during negotiations.

Vendors are not required to submit proposed edits to the Attachment F, Citizens Draft Amendment to Vendor Contract until the negotiation phase of this ITN. However, any questions concerning this process or particular contract provisions may be raised in either the Pre-Reply Conference, the open question period, or during the negotiation phase.

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

- 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 replying 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.