



REFER ALL INQUIRIES TO
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INVITATION TO NEGOTIATE (ITN) NO: 22-0019
FOR
ENTERPRISE LITIGATION MANAGEMENT SOLUTION

POSTING DATE: September 7, 2022

REPLY SUBMISSION DEADLINE: October 11, 2022

PREFACE

The Enterprise Litigation Management Solution (ELMS) is used by both Citizens' internal staff and contracted outside defense counsel to facilitate the management of all activity on claims related litigation matters. This includes data analysis and reporting, management and auditing of all law firm and litigation vendor billing, storage of all litigation related documents, and communication between Citizens and its contracted outside defense counsel. This software is a critical and essential part of Citizens' Claims Litigations operations.

In advance, and in anticipation, of an expiring agreement with Acuity ELM Essentials, Citizens initially issued ITN 20-0011 on July 24, 2020, seeking competitive replies from firms capable of providing a web-based software-as-a-service ELMS. On December 17, 2020, prior to contract award, Citizens issued a formal notice to withdraw the solicitation and reject all Replies to allow for completion of an operational assessment and to incorporate feedback from Citizens' Board of Governors.

On March 15, 2021, Citizens issued a second solicitation, ITN 21-0007, and sought to contract with a vendor whose system provided overall enhanced capabilities within the areas of performance/data analytics and legal invoice review. Based on the resulting demonstrations and negotiations, the Negotiation Team met in a public meeting on October 21, 2021, where the team unanimously recommended that Citizens award the solicitation.

After receiving Board approval, Citizens' staff immediately entered the contract finalization stage, which included a detailed scope review with the awarded vendor. Citizens was unfortunately unable to reach an agreement on the final terms for a new ELMS. As a result, Citizens contracted for the continued provision of ELMS under the existing platform for an additional three (3) year term, which began on June 19, 2022, with the right to terminate following year two (2). Citizens will remain on this platform until it procures and implements a replacement ELMS.

Citizens is now releasing this ITN No. 22-0019 for an Enterprise Litigation Management Solution. This ITN seeks to make certain that both Citizens' desired scope of services, and the capabilities of the Vendor's solution, are thoroughly explored and agreed upon to ensure a timely and comprehensive implementation.

All Vendors who participated in the previous procurements are encouraged to submit a Reply to this solicitation. A complete Reply is required, and previously submitted documents will not be adopted as the Vendor's Reply.

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 a web-based Software-as-a-Service (**SaaS**) Enterprise Litigation Management Solution (**Solution**). The scope of services is outlined in this ITN 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 are in good faith unable to 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

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

1.1.2. Current System. Citizens' current litigation management system is a SaaS solution called Acuity, provided by Mitrtech, that is used to facilitate the management of all activity on legal matters, including: (i) trend analysis reporting, (ii) management and auditing of all firm and vendor billing, (iii) storage of all litigation related documents, and (iv) enhanced communication between Citizens and its outside counsel. Citizens current contract, with Acuity, expires June 2025.

For 2020, Citizens paid approximately \$17 million on non-attorney litigation related vendors (experts, court reporters, process servers, etc.) and approximately \$83 million on outside counsel fees and costs, who represent Citizens in litigation, for an approximate total of \$101 million. Citizens average annual spend, for outside legal counsel, over the past several years has been approximately \$100 million.

- 1.1.3. **Users.** The Solution will be utilized by approximately 800 internal Citizens' users (**Citizens Users**) and approximately 3,200 outside counsel users from 250 current and historic law firms (**External Users**) to effectively manage litigated and disputed claims activity and other legal matters customary to property and casualty insurance carriers, outside counsel, and associated litigation billing personnel.

External Users access should only permit the viewing of matters, invoices, etc. assigned to their firm, as well as the ability to only add invoices/notes/documents to those matters assigned to the firm (and create and submit timekeepers/categories for approval). There are currently no policyholder or general external users.

- 1.1.4. **Desired Platform Functionality.** Citizens desires to procure a single, state-of-the-art Enterprise Litigation Management Solution that has all ten (10) **Business and Technical Feature Categories** listed below, and each Required Feature within each Feature Category, as detailed in Attachment D, Functionality Workbook (**Platform Services**). Additionally, Citizens seeks Solutions that provide overall enhanced capabilities within the areas of performance, data analytics, and legal invoice review.

The proposed Solution should be able to support the creation of at least 10,000 new matters annually. Vendor must have the ability to migrate all historical data and maintain all data in the future.

Vendors may propose a Solution that introduces new technology or leverages Citizens' existing technology (see **Exhibit 1** to this ITN for a full list of applicable technology).

- 1.1.4.1. The following paragraphs outline the context for each of six (6) Business Feature Categories.

1. **Matter Management.** Citizens is seeking a solution to enable Citizens Users and External Users to manage the lifecycle of a litigated matter from initial triage through resolution. The Solution should ensure the rigor of quality data collection while offering a simple and intuitive user interface.
2. **e-Billing and Financials.** Citizens is seeking a Solution that will enable actionable billing rules based on various data points to help determine whether outside defense counsel firms and other External Users are billing in accordance with Citizens' guidelines for work performed and to measure this adherence.
3. **Document Management.** Citizens seeks a document management Solution that will provide users with mechanisms to easily find documents in whole, or data captured within. The Solution should also provide the ability to have a global document bank with exemplar documents and templates to help guide and assist outside defense counsel on document development best practices. Citizens is also interested in exploring Solutions that provide document generation capabilities to assist with consistency and reportability of data captured within the documents.
4. **Calendaring Events and Tasks.** Citizens seeks a Solution where users can easily identify the priority and criticality of upcoming events and tasks. The Solution should provide the ability for all users to monitor events or tasks assigned to them.

In addition, the Solution should provide mechanisms for management to have insight to monitor and be provided notice of any events or tasks that are upcoming, past due, or at risk for missing a critical deadline.

5. **Operational Reporting and Analytics.** Citizens seeks on Operational Reporting and Analytics feature that provides configurable reporting tools with real time access to all business data fields. This includes the ability to configure role-based dashboards, viewable upon login to the Matter Management and eBilling Solutions, so that both Citizens Users and External Users can self-monitor (e.g., their assignments, tasks, calendar items, case status, invoice submissions, and invoice exceptions).
6. **Business Intelligence and Decision Support.** Citizens seeks the ability to leverage predictive models based on complex criteria for management decision support.

1.1.4.2. The following paragraphs outline the context for each of the four (4) **Technical Feature Categories**.

1. **Security, Identity and Access Management.** Citizens seeks a Solution that will provide a highly secure infrastructure that enables a high degree of configurability and granularity in access management, user roles, and hierarchies. Protecting data that is classified as "Restricted Confidential", both from security breaches and over privileged access, is of the highest priority.
2. **Integration.** Citizens seeks a Solution that can easily integrate with other technology. Data will regularly be synchronized between the proposed Solution and other technology solutions. Integrations should enable the pull or push data based on pre-defined triggers (e.g., status changes, party assignment, or person assignment).
3. **User Experience.** Citizens seeks a Solution that enables an intuitive user experience for all Solution users. Of highest importance is the ability to empower users to self-monitor assignments, budgets, and calendaring items. In addition, data quality is imperative for accurate and actionable reporting. The Solution should use great interaction design principles that provide tools that simplify the data entry experience and maximize the user's success in capturing data accurately.
4. **Configuration and Customization.** Citizens is always looking to evolve and improve its litigation management processes including data captured and reported on, workflow processes, and opportunities for automation. Citizens seeks Solutions that provide easy tools to configure and evolve the Solution to meet our needs.

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 Solution.

1.1.5. **Implementation Services.** Citizens expects the entity(ies) implementing the single, state-of-the-art Enterprise Litigation Management Solution to provide all services needed for the successful operation of the solution (**Implementation Services**). These will include:

1. an implementation plan and statement of work, mutually developed, prior to contract award by Citizens and the entity providing implementation services;

2. a single go-live date (Citizens expects an iterative implementation approach, but a single go-live date);
 3. a comprehensive “discovery phase”, before design/build work begins, after which Citizens will decide on whether to move forward the implementation, or not;
 4. design and build the migration of more than 130,626 matters, including 110,421 historical (closed) matters and 20,205 open and active matters, and 6,469,954 related documents from Citizens’ current litigation management system into the awarded Vendor’s Solution. The data includes approximately 11.24GB of structured data and 15.1TB of unstructured data. Unstructured data includes files of various types (e.g., Microsoft Office Files, PDFs, Audio, and Video).
 5. design and build solution target state of platform configuration, customization, and integrations;
 6. initial software configurations, as needed by Citizens;
 7. initial setup of Citizens Users and External Users into the proposed Solution; and
 8. initial training of Citizens Users and External Users on the proposed Solution;
- 1.1.6. Ongoing Support Services. Citizens will expect the Platform Vendor to provide high-quality ongoing support services, for Citizens Users and External Users, throughout the term of the agreement. Citizens may also seek additional support services from the Implementation Vendor (if a separate entity).
- 1.1.7. Reply Options. Vendors responding to this ITN may:
- submit a Reply proposing to provide Desired Enterprise Litigation Management Functionality (section 1.1.4.), Implementation Services (section 1.1.5.), and Ongoing Support Services (section 1.1.6.) **directly**; or,
 - submit a Reply in which one entity is providing the Desired Enterprise Litigation Management Functionality (section 1.1.4.) and the Ongoing Support Services (section 1.1.6.) and a separate entity is providing the Implementation Services (section 1.1.5.). 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).
- 1.1.8. Implementation Timeline. Citizens has a business need to have the new system fully implemented and in production prior to the end of year 2024, due to current contract expiration. Citizens will rely significantly on the awarded Vendor’s support to successfully migrate its historic data, implement the proposed Solution, and train Citizens and External Users. See Sections 1.1.5 and 3.5 for additional information regarding Implementation.
- 1.1.9. Anticipated Term of Agreement. The implementation services agreement is expected to commence in July 2023 with completion by December 2024. The software subscription will begin upon conclusion of implementation and final acceptance. Citizens anticipates an initial ten (10) year software subscription, followed by up to ten (10) years of optional renewals. 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 are appropriate to achieve Citizens' litigation management goals and the goals of this ITN?
- B. Which Solution will best meet Citizens' needs as outlined in this ITN?
- C. Which Solution will best meet Citizens' litigation management needs?
- D. Which Solution will best enable Citizens to effectively manage the volume of litigation?
- E. Which Solution best utilizes automation and minimizes manual data entry to improve process timing and reduce the overhead of managing the system?
- F. Will a single or joint Reply best meet Citizens needs as outlined in this ITN?
- G. Which Solution provides the greatest assurances of a smooth, timely, and cost-effective implementation of the proposed Platform?
- H. Which Solution provides the greatest degree of scalability (i.e., growth and shrinkage) in the future, while meeting all current needs for the Solution?
- I. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- J. What additional value-added products and services can Vendors offer that are in the best interest of the Citizens?
- K. What pricing model and contract terms and conditions are in the best interest of Citizens?
- L. What additional internal costs could Citizens incur with the implementation of a new Vendor?
- 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 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 7, 2022	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Pre-Reply Conference	September 13, 2022 10:00 a.m. ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 312378954# <i>Vendor Attendance at this meeting is not mandatory</i>

Questions Due	September 16, 2022 2:00 PM ET	Submit via email: citizens.purchasing@citizensfla.com
Answers Posted	September 23, 2022	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Replies Due	October 11, 2022 2:00 PM ET	See Section II. How Do I Reply below
Evaluation Committee Public Meeting to rank Replies	November 8, 2022 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 679161447# <i>Vendor Attendance at this meeting is not mandatory</i>
Vendor Negotiations	November 9, 2022 – April 17, 2023	
Negotiation Team Public Meeting to Announce Intent to Award Contracts	April 18, 2023 2:00 PM ET	Public Meeting (telephonic) Telephone number: (904) 490-0703 Access Code: 699320827# <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).

- 1.4 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. 22-0019, Enterprise Litigation Management Solution. 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 (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, Functionality Workbook	
6. Attachment E, Pricing 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 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	Platform Vendor Background and Experience	10
		Platform Functionality including Attachment D, Functionality Workbook	35
		Support Services from Platform Vendor	15
		Disaster Recovery and Resiliency from Platform Vendor	10

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

Pricing Score. The following formula will be used to award points for Pricing. All responsive vendors will be awarded five (5) points, if the pricing information requested in Attachment E, Pricing Instructions is timely submitted. If the pricing information is not timely submitted, the vendor will receive zero (0) 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.

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 system demonstrations, if requested, will be provided by the Implementation Vendor with the Platform 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 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 anticipates requesting a comprehensive Implementation Statement of Work (e.g., timeline and phases, resource plan for the Vendor and Citizens, dependencies on Citizens resources, initial setup of Users from both Citizens and Citizens Law firms, migration of more than 130,626 matters and 6,469,954 related documents, system acceptance process, change control process, training plan, etc.) from certain Vendors during negotiations. The Implementation Plan must have a single go-live date (i.e., Citizens expects an iterative implementation approach, but a single go-live date).

Citizens anticipates finalizing the Implementation Statement of Work after the “discovery” phase (see section 1.1.5 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. Vendors may propose alternative products, or the incorporation of Citizens’ existing system, as needs become more defined.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. Citizens reserves the right to award a contingent Vendor, in the event Citizens is unable to finalize a contract, or successfully implement the platform with the awarded Vendor.

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. 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 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 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 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 in its Reply; (ii) **Attachment F, Citizens Standard Terms and Conditions**; and (iii) terms and conditions agreed to during negotiations.

Vendors are not required to submit proposed edits to the Attachment F, Citizens Standard Terms and Conditions until the negotiation phase of this ITN. However, any questions concerning this process or particular contract provisions may be raised in either the Pre-Bid Conference, the open question period, or during the negotiation phase. 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](#).

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.

END OF DOCUMENT