



**INVITATION TO NEGOTIATE No. 23-0012
FOR
CLAIMS QUALITY ASSURANCE SOFTWARE**

REPLY DUE DATE: AUGUST 11, 2023

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

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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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ATTACHMENTS

Attachment A – Vendor Certification Form
Attachment B – Financial Stability Review Form
Attachment C – Vendor Questionnaire
Attachment D – Price Sheet
Attachment E – Draft Contract
Attachment F – Technology Questionnaire

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 <i>(required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida's Public Records Law)</i>	3.5. B.
<input type="checkbox"/>	Attachment A, Vendor Certification Form	3.5
<input type="checkbox"/>	Attachment B, Financial Stability Review Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment B)	
<input type="checkbox"/>	Current IRS W-8 or W-9 Form (as requested in Attachment B)	
<input type="checkbox"/>	Attachment C, Vendor Questionnaire	
<input type="checkbox"/>	Attachment D, Price Sheet	

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 a cloud-based software to assist Citizens' Claims Department with the completion of end-to-end quality assurance audits of Citizens' policyholder's claims, as well as claims quality monitoring processes (**Services**). The cloud-based software is expected to include the newest technology available in the market. Citizens is particularly interested in the option to use artificial intelligence as an additional tool, such as to provide real-time monitoring of adjusting behaviors or to identify potential issues from audits. The software is expected to provide functionality that assists and/or automates Citizens' Claims Audit Management.

A. Software. Vendor is expected to provide all necessary software, hosting, and ongoing support services using a cloud-based delivery model. The software requirements are further described in Section 2.3. of this ITN, but should include:

- a. satisfying Citizens' business requirements in a highly configurable and scalable manner;
- b. supporting the creation of workflows with robust reporting and analytic capabilities;
- c. allowing for end-user configuration to reduce dependencies on Vendor and Citizens' internal IT department for routine changes;
- d. supporting approximately two hundred (200) internal users with different levels of access (e.g., read-only or edit);
- e. providing reliable disaster recovery; and,
- f. allowing for integrations to other systems.

B. Professional Services. Vendor (or its implementation partner) is expected to provide all necessary implementation and post-production professional services. This should include:

- a. project preparation;
- b. solution design;
- c. migration of Citizens' existing data;
- d. building and testing of the software;
- e. transition into production, including knowledge transfer and training; and,
- f. post-production professional services as may be requested by Citizens from time to time over the life of the software Contract in connection with the software.

Vendors responding to this ITN may either (i) submit a Reply proposing to provide both the software and professional services directly; or (ii) submit a joint Reply in which the software is provided by one entity and professional services are provided by a different entity.

Replies that do not include both components listed above will not be considered. The Services are more fully described in Section 2 of this ITN.

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 (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors

are more fully described in Section 3 of this ITN.

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

- A. What specific Services are appropriate to achieve the goals of this ITN?
- B. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- C. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability?
- D. What additional value propositions can Vendors offer that are in the best interest of Citizens?
- E. What pricing models, customizations, and levels are best suited for Citizens' needs?
- F. What internal costs could Citizens incur with the implementation of the new Solution?
- G. What contract terms and conditions are customary and/or appropriate?
- H. Which Vendor ultimately provides the best value for Citizens?

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

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

- A. **Citizens** – means Citizens Property Insurance Corporation. Citizens is a Florida governmental entity whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Additional information about Citizens is available on Citizens' website: <https://www.citizensfla.com>.
- B. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- C. **Professional Services** – means all of the professional services provided in connection with implementing the proposed System, and any additional professional services requested by Citizens from time to time in connection with the System.
- D. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- E. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- F. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- G. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- H. **Solution** – means all the necessary software and professional services of the system proposed by Vendor pursuant to this ITN.
- I. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.

1.4 CONTRACT TERM: The initial Contract term is anticipated to be five (5) years. The initial contract term and renewal terms may be negotiated during the course of this ITN.

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 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.
- 1.7 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	July 10, 2023	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Pre-Reply Conference	July 19, 2023 1:00 PM ET	Public Meeting (telephonic) Telephone Number: (904) 490-0703 Access Code: 993 887 695# <i>Vendor Attendance at this meeting is not mandatory.</i>
Questions Due	Must be received PRIOR TO: July 21, 2023 2:00 PM ET	Submit via email: citizens.purchasing@citizensfla.com
Answers Posted	July 28, 2023	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Replies Due	Must be received PRIOR TO: August 11, 2023 2:30 PM ET	See Section 3 Reply Instructions and Evaluation Process below.
Evaluation Committee Public Meeting	Sept. 12, 2023 11:00 AM ET	Public Meeting (telephonic) to Rank Replies and identify which Vendors Proceed to Negotiations Telephone Number: (904) 490-0703 Access Code: 801 263 023# <i>Vendor Attendance at this meeting is not mandatory.</i>
Vendor Negotiations	Sept. 13 – Nov. 7, 2023	
Negotiation Team Public Meeting	November 7, 2023 3:00 PM ET	Public Meeting (telephonic) to Announce Intent to Award Contract(s) Telephone Number: (904) 490-0703 Access Code: 640 637 171# <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).

SECTION 2 SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens is seeking to utilize the latest cloud-based software available in the market to assist with the completion of its end-to-end quality assurance audits of policyholder claims and claims monitoring processes. Citizens' currently uses Inpoint's ClaimsMonitor for these functions, however the contract is expiring in Q2 of 2024.

Over the past three years, Citizens completed a total of 99,198 audits of its claims files, with an average of 33,000 audits conducted annually. As of May 31, 2023, Citizens serves 1,304,332 property insurance customers in the State of Florida and collects approximately \$4.1 billion in annual premium payments. It has over one thousand (1,000) full-time employees in Florida, primarily in its Jacksonville and Tallahassee offices. As Florida's "carrier of last resort", Citizens is subject to significant fluctuations in business and regulatory requirements.

- 2.2 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. To be eligible for award, Vendors shall 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. Attachment B, Financial Stability Review Form	
3. Financial Documents (as requested in Attachment B)	
4. Current IRS W-9 or W-8 Form (as requested in Attachment B)	
5. 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.
6. Attachment D, Price Sheet	

Vendors should not include any other material with a Reply unless those materials are specifically referenced in one of the above attachments. Citizens is not obligated to review or accept any extraneous materials.

- 2.3 DESCRIPTION OF SERVICES:** The following Services are expected to be delivered by Vendors responding to this ITN. Any exceptions should be clearly identified in Vendor's Reply.

2.3.1. Claims Audit Management Functionality: The software is expected to provide functionality that assists and/or automates Citizens' Claims Audit Management processes as described below.

2.3.1.1 Audit Assessment Planning: Establishing the audit scope, objectives, and criteria, including the area or process to audited, the boundaries of the audit, the specific goals and outcomes of the audit, and the standards, benchmarks, KPIS, or requirements against which the audit will be evaluated;

2.3.1.2 Audit Assessment Execution: Selecting a representative sample of claims to be audited based on predefined criteria, collecting relevant data and evidence to evaluate compliance with audit criteria, and recording the audit findings and conclusions.

2.3.1.3 Audit Assessment Findings Management: Analyzing the audit findings identify root

- causes and potential solutions, communicating the audit findings to relevant stakeholders, and developing and implementing action plans to address any deficient identified during the audit.
- 2.3.1.4 General Process Management: Managing communication with relevant stakeholders throughout the audit process, managing access to audit information and ensuring appropriate security measures are in place, and managing the workflow of the audit process to ensure timely completion and adherence to standards.
 - 2.3.1.5 Audit Records Management: Managing audit information so that it can be located and reviewed based on key characteristics such as (i) audit name, date, scope, objectives, or criteria, (ii) audit type, such as a performance audit or a compliance audit, (iii) audit status, such as “planned”, “in progress”, “on-hold”, “canceled”, or “completed”; and (iv) relevant historical audit information, such as previous audit reports, findings, and corrective actions.
- 2.3.2. Claims Quality Monitoring Functionality: The Solution is expected to provide functionality that assists and/or automates Citizens’ Claims Quality Monitoring processes as described below.
- 2.3.2.1 Claims Health Monitoring: Tracking and analyzing KPIs and metrics to identify trends and potential issues.
 - 2.3.2.2 Problem Identification and Analysis: Reviewing claims data, processes, and procedures to identify issues and areas where improvements can be made.
 - 2.3.2.3 Decision-Making Assistance: Providing assistance and guidance to decision-makers regarding claims handling operations.
- 2.3.3. In addition, we expect the following software features to enable the above business functions:
- 2.3.3.1 build and manage the content of the various audit assessment types with customized set rules;
 - 2.3.3.2 on-going quality improvement based on the software-intuitive analysis;
 - 2.3.3.3 allow for multiple levels for permissions-based access according to configurable hierarchies;
 - 2.3.3.4 ability to integrate with Citizens Claims data management systems to pull data;
 - 2.3.3.5 ability to push Quality data from the software to our Citizens data warehouse for advanced reporting and business intelligence; and,
 - 2.3.3.6 ability to leverage Artificial Intelligence to support Claims Audit Management and Claims Quality Monitoring.
- 2.3.4. Reporting. In addition, we expect the Solution to include the following functionality:
- 2.3.4.1 Provide automated, comprehensive, and real-time audit reports and performance scores;
 - 2.3.4.2 provide detailed reporting and analysis at multiple organizational levels (organization, department, unit, team, individual);
 - 2.3.4.3 provide real-time ad hoc analytical reporting and Power-BI functionality;
 - 2.3.4.4 provide trending analysis;
 - 2.3.4.5 identify key quality issues; and,
 - 2.3.4.6 perform root cause analysis.
- 2.3.5. Implementation. Citizens expects to have the Solution implemented and fully operational by Q2

of 2024. During negotiations, the parties are expected, at a minimum, to develop and formalize a mutually agreeable implementation plan that establishes the following:

- 2.3.5.1 project timeline;
- 2.3.5.2 delineation of roles, including the name of the project manager to be responsible for all the Vendor activities;
- 2.3.5.3 agreement to use Agile project methodologies and principles;
- 2.3.5.4 scope of work for system integrations, specifically to Citizens' cloud-based Claims Management System and Microsoft Power BI;
- 2.3.5.5 initial configurations and System setup;
- 2.3.5.6 initial trainings for users, admins, and technical staff;
- 2.3.5.7 system testing and acceptance process; and,
- 2.3.5.8 post-production warranty and support.

2.3.6. Ongoing Support and Services. During negotiations, the parties are expected to develop and formalize a mutually agreeable ongoing support plan that establishes, at a minimum, the following:

- 2.3.6.1 access to new features and functionality as it becomes available over the term of the Contract;
- 2.3.6.2 new user training and training on any system enhancements and upgrades;
- 2.3.6.3 support hours and method;
- 2.3.6.4 support or professional service to assist with system configurations, data imports and extracts, third-party integrations, and other needs; and,
- 2.3.6.5 assistance to facilitate a smooth transition upon termination or expiration of the Contract, including file conversion processes and implementation of any transitioned data.

2.3.7. Additional Services. Vendors are encouraged to offer additional services in their Reply to distinguish themselves from other Vendors. Please include any additional services within Attachment D, such as call quality assurance and speech analytics, in the Reply. These additional services may be taken into account during the evaluation process and may be the subject of negotiations.

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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 1.7, 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 numbers 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 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 spend amount, 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, in publicly posted documents, 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 REPLY DUE DATE AND SUBMISSION: Replies must be received by the Procurement Officer at the email address listed in Section 3.5.A below on or before the date and time specified in Section 1.7, Calendar of Events.

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 Vendors Reply. Mandatory documents are identified in Section 2.2 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 4.5.**

Citizens is under no obligation to look for responsive information 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: Submit Replies via email addressed to citizens.purchasing@citizensfla.com with the subject line **23-0012, Claims Quality Assurance Software. Citizens is unable to receive a Reply via email if the material is provided using compressed (e.g., .zip) or encrypted files.**

Vendors should expect to receive an acknowledgement message within one business day of submitting their Reply via email. 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.

B. Redacted Copy of Reply (if applicable): In addition to the original Reply required in Section A. above, Vendor should submit a separate email containing a full "Redacted" electronic version of their Reply in accordance with Section 3.3, above. 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 legal justification for each redaction (e.g., Trade Secret Protection).

3.6 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.

ATTACHMENT	EVALUATION CRITERIA	MAXIMUM POINTS
C - Questionnaire	Section I - Vendor Qualifications and Experience	25
	Section II - Solution Functionality	45
	Section III - Implementation Services	10
	Section IV - Post Implementation Support Services	10
D - Price Sheet		10
Total Points:		100

- A. Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed initial term reply price from all responsive Vendors will be awarded ten (10) 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 Vendor's Initial Term Reply Price (RP) being considered times maximum points of 10.

$$\text{Formula: (LTP / RP) x 10 = Score}$$

- B. Evaluation Committee Meeting. The average scores of the evaluation committee for the Vendor Questionnaire will be combined with the scores from Attachment D, Price Sheet 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 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.

3.7 **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 1.7 Calendar of Events. Additionally, Vendors may be required to provide references, an opportunity for a site visit, or respond to other requests from the negotiation team. 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 Report, ISO 27001 attestation, or alternative data security certification for review by Citizens.
- D. 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.

- E. Pricing information received from the Vendor in their initial Reply will be addressed during the negotiation phase in determining the Solution that offers best value.
- 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. 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 for 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 90 (ninety) 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 3.8 below.

- H. 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 interest.
- I. 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.

3.8 SELECTION CRITERIA: The focus of the negotiation team will be on selecting the Vendor(s) that provide 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 quality and timely Services to Citizens during the term of the Contract; and,
- E. 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.

3.9 CONTRACT TERMS AND CONDITIONS: Citizens anticipates negotiating contract terms and conditions using (i) the proposed contract(s) Vendor(s) submits in its Reply; (ii) and **Attachment E, Draft Contract** to form a final Contract. Additionally, any terms and conditions agreed to during negotiations will also be incorporated as part of the final Contract.

Vendors are not required to submit proposed edits to the Attachment E, Draft 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-Bid Conference, the Open Question Period, or during the negotiation phase.

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.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Furthermore, unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens.

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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), 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

- 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 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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