



REFER ALL INQUIRIES TO  
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**INVITATION TO NEGOTIATE (ITN) NO: 25-0001  
FOR  
MANAGED REPAIR PROGRAM**

**POSTING DATE:** February 26, 2025

**REPLY SUBMISSION DEADLINE:** 2:30 p.m. ET on April 14, 2025

**I. WHAT IS THE OPPORTUNITY?**

**1.1. DESCRIPTION OF SERVICES REQUESTED:** 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 access to, administration and management of a network of licensed and credentialed Contractors for Emergency Water Removal Services and Repair Services throughout the state of Florida (**Services**). For Services under the Managed Repair Program (**MRP**), Citizens will not supervise or direct the work of Contractors; therefore, Vendor must possess the ability to influence and direct Contractors and will bear ultimate responsibility for Contractors' performance as well as the delivery of Services

The MRP was established by Citizens to provide its policyholders with a network of licensed and credentialed Contractors who perform Emergency Water Removal Services and Repair Services following an eligible loss. The Emergency Water Removal Services are temporary measures performed by participating Contractors to prevent or limit the continuation of damages resulting from the event which caused the damages. The Repair Services are permanent repair activities provided by participating Contractors in response to an Assignment associated with the reasonable and necessary structural and cosmetic repair required to bring a policyholder's property to its pre-loss condition for covered damages. Citizens reviews and approves invoices generated from Services. Due to the emergency nature of certain aspects of the MRP, Vendor must be able to ensure Contractors within its network are able to provide continuous and uninterrupted Services 24-hours per day 365 days a year including weekends and holidays throughout the entire state of Florida with no gaps in geographical coverage. Citizens offers the MRP to residential and commercial policyholders who file eligible claims at the first notice of loss, but Services may also be available during later periods of the claim lifecycle after an adjuster has been assigned. A brochure that is sent to individual policyholders regarding the current program can be found here: [Using Citizens' Managed Repair Program](#).

Citizens intends to award a contract (**Contract**) to one Vendor under this ITN. However, Citizens cannot guarantee how much work will be assigned to that Vendor. ***Please note that claims adjusting is not included within the scope of work for this solicitation. Therefore, the Vendor and Contractors who ultimately provide Services under the Contract for this ITN will not be permitted to also adjust claims on behalf of Citizens.***

In 2017, Citizens contracted with Crawford & Company, through its division, Contractor Connection (**Crawford**) to provide Services for the MRP. Crawford maintains a credentialed network of independent general contractors (the “**Contractors**”) to provide a variety of emergency mitigation and repair services. Crawford is tasked with oversight, management, training, and quality assurance monitoring of the Contractors which provide certain emergency and repair services as part of the Managed Repair Program. This includes the administration of the credentialing process by Crawford utilizing the Citizens credentialing system, the acceptance of Assignment using Citizens’ systems, and the submission of information and data to manage the administrative, emergency mitigation, and repair services provided by Contractors within Citizens’ systems. The current contract with Crawford expires on May 22, 2026. The awarded Vendor selected through this ITN will be expected to be fully implemented, and ready to provide Services on or before May 22, 2026.

Citizens anticipates receiving between 27,920 and 38,816 non-catastrophe claims in 2025, with nearly 44.34% representing water damage – Non-Weather Related for applicable policies. The following table represents Citizens’ recent claims volume in terms of the total number of MRP claims assigned.

Year	Total Number of Water Damage – Non-Weather Related Losses	Permanent Repair Assignments	Emergency Water Removal Services Assignments
2024	15,252	3,347	5,220
2023	19,605	4,092	6,714
2022	18,530	3,667	6,432
2021	13,421	2,563	5,030
2020	10,417	1,583	3,497

Citizens anticipates that Assignments could increase drastically in a Catastrophic Event. In the event Citizens were to experience a hurricane or other major storm, the number of catastrophe claims would exponentially increase. Therefore, it is important that Vendor is capable of scaling resources in response to a sudden rise in claim volume outside of the program. Citizens utilizes pricing set forth in Estimating Software to determine the costs of Contractors’ services. Citizens is under contract with Xactware Inc. for Estimating Software services through 2030, and potentially through 2035. Vendor will be required to maintain licensing sufficient for the use of Citizens’ Estimating Software throughout the term of the Contract resulting from this ITN.

Vendor(s) are expected to meet the credentialing obligations for the Contractors, including the background screening process, through their own internal system. Citizens currently requires Vendor to use Citizens’ proprietary credentialing system (**CAIS**) to support the credentialing and assignment process for the MRP. Before Services begin under this ITN, Vendor must be credentialed and qualified in accordance with the standards and documental support as set forth by Citizens. The Vendor must separately maintain and manage a panel of credentialed and qualified Contractors consistent with the requirements. Citizens may change this CAIS system but shall provide Vendor with sixty (60) days’ written notice.

Along with the specifications found in Citizens’ Terms and Conditions (Attachment E), the following is anticipated to be provided by Vendors providing Services. Any exceptions to the specifications should be clearly identified in Vendor’s Reply.

Access, Administrative and Management Specifications.

- A. Utilize only qualified and credentialed Contractors as required by Citizens to provide Services throughout the State of Florida as assigned by Citizens.
- B. Monitor and ensure that all Contractors performing Services, are properly licensed and insured while maintaining compliance with all applicable laws, rules and regulations.
- C. Upon request by Citizens, Vendor must provide proof of compliance with all credentialing and qualification requirements for any Contractor upon request from Citizens.
- D. Ensure that Contractors who do not meet all applicable qualifications and requirements defined in the Contract are prohibited from participating in the MRP.
- E. Coordinate and monitor Assignments, including routine performance evaluations, to ensure adherence to stated guidelines and expectations.
- F. Provide Services 8AM to 6PM EST every business day. Additionally, Emergency Water Removal Services Assignments are processed 24/7.
- G. Provide all the training for Contractors to carry out all the necessary procedures required for the successful performance of Services.
- H. Provide a comprehensive quality assurance program to ensure Services are being performed in satisfaction of the requirements of the Contract.
- I. Ensure adherence to the prohibited activities by persons and Contractors enumerated in the Attachment E.

Dispute Resolution Process and Warranty for Repair Services.

- A. At no additional cost, Vendor shall provide a workmanship warranty to policyholder upon the completion of Repair Services performed by a Contractor assigned by Vendor.
  - 1. The workmanship warranty is expected to continue for a period of three to five years or until the policyholder no longer owns the property, whichever occurs sooner.
  - 2. This workmanship warranty shall include remedies to the policyholder and Citizens for instances when the Contractor is unwilling or unable to remedy the issue with Repair Services.
- B. Provide Citizens with a dispute resolution process covering the gap of time between an issue arising with the on-going Repair Services and the actual completion of the Assignment.
- C. Providing a dispute resolution program where Vendor resolves all aspects of any dispute between Contract(s) and a policyholder, subject to Citizens' direction.
  - 1. All dispute resolution processes should include an action plan, timeline and response time guarantees. Status for each part of the process should be clearly defined; such as "suspended" or "cancelled".

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

Anticipated Term of Contract. The Contract term is anticipated to include a five initial term followed by optional renewals of up to four years. The initial contract and renewal terms may be negotiated during the course 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 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: These questions are included to give Vendors a better understanding of potential negotiation issues and factors that may impact the outcome of this ITN. Vendors are not required to reply directly to the questions below in their Reply. What specific services and deliverables are appropriate to achieve the goals of this ITN?

- A. What specific services and deliverables 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. How can Citizens best manage the Vendor providing the MRP to assist its policyholders?
- D. How can Citizens best provide its policyholders with a successful MRP?
- E. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?
- F. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability?
- G. What additional services can Vendors offer that are in the best interest of the Citizens?
- H. What compensation models and levels are best suited for Citizens' needs?
- I. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- J. Which Vendor ultimately provides the best value for Citizens?

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

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

- A. **Assignment** – means the Services required by Citizens and administered by Vendor to a Contractor participating in the MRP.
- B. **CAIS** – means the Credentialing Administrative Information System which is a secure on-line system used to submit, review, and maintain credentialing information for Vendor. Citizens may change the credentialing system and/or requirements used to submit, review, and maintain contractors by providing sixty (60) calendar days' notice to Vendor's Contract Manager.
- C. **Catastrophe or Catastrophic Event** – means a natural or man-made event, occurring at any time, where as a result, Citizens receives, or anticipates receiving, 500 or more claims.
- D. **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>.
- E. **Citizens' Estimating Software** – means the licensed third party computer software that is designated by Citizens for use in the estimation costs related to a loss. Citizens may change Citizens' Estimating Software by providing sixty (60) calendar days' notice to

Vendor's Contract Manager. The current Citizens' Estimating Software is Xactimate.

- F. **Contract** – means the contract with a Vendor for Services that results from this ITN.
  - G. **Contractor(s)** - means the legal entity, credentialed and approved, operating under the direction and responsibility of Vendor, who is eligible to perform Services in support of the MRP.
  - H. **Credentialing Designee Group** – means those individuals who occupy the following roles and duties of Vendor: (i) Primary Business Contact; (ii) Onsite Supervisor; and, (iii) any individual with access to CAIS and/or Citizens Confidential Information.
  - I. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
  - J. **Onsite Supervisor** – means the Contractor's person, credentialed in CAIS, who is designated by Vendor to be on the onsite supervisor and to act as Vendor's main contact for a particular Assignment.
  - K. **Primary Business Contact** – means the Contractor's designated person who is dedicated to supporting Citizens by servicing as a liaison between Vendor and Citizens. The Primary Business Contact will be responsible for ensuring quality standards are met and will be Vendor's sole representative for all invoicing, payment and performance related matters.
  - L. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
  - M. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
  - N. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
  - O. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.
- 1.4. **CALENDAR OF EVENTS:** Listed below are important events, dates, and times relevant to this ITN. These events and dates are subject to change at Citizens' sole discretion. It is each Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
EVENT	DUE DATE AND TIME	APPLICABLE INFORMATION AND LOCATION
ITN Released	February 26, 2025	Posted to Citizens website at: <a href="https://www.citizensfla.com/solicitations">https://www.citizensfla.com/solicitations</a>
Pre-Reply Conference	March 5, 2025 11:00 AM ET	Public Meeting (telephonic) <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 111355725# <i>Vendor Attendance at this meeting is not mandatory.</i>
Questions Due	Must be received <b>PRIOR TO:</b> March 11, 2025 2:00 PM ET	Submit via email: <a href="mailto:citizens.purchasing@citizensfla.com">citizens.purchasing@citizensfla.com</a>

CALENDAR OF EVENTS		
EVENT	DUE DATE AND TIME	APPLICABLE INFORMATION AND LOCATION
Answers Posted	March 31, 2025	Posted to Citizens website at: <a href="https://www.citizensfla.com/solicitations">https://www.citizensfla.com/solicitations</a>
Replies Due	April 14, 2025 2:30 PM ET	See <b>Section 3 Reply Instructions and Evaluation Process</b> below.
Evaluation Committee Public Meeting	May 19, 2025 2:00 PM ET	Public Meeting (telephonic) to Rank Replies and identify which Vendors Proceed to Negotiations  <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 414461076# <i>Vendor Attendance at this meeting is not mandatory.</i>
Vendor Negotiations	May 21, 2025 – July 2, 2025	
Negotiation Team Public Meeting	July 8, 2025 2:00 PM ET	Public Meeting (telephonic) to Announce Intent to Award Contract(s)  <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 676146394# <i>Vendor Attendance at this meeting is not mandatory.</i>  Posted to Citizens website at: <a href="https://www.citizensfla.com/solicitations">https://www.citizensfla.com/solicitations</a>

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

- 1.5 NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply. This prohibits 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.

NOTE: Citizens also requires all lobbyists to register at Citizens' online portal (<https://www.citizensfla.com/es/lobby-registration>) before communication or contact with Citizens.

## 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 as provided below:
- A. Original Reply. Submit Replies via email to [citizens.purchasing@citizensfla.com](mailto:citizens.purchasing@citizensfla.com) with the subject line **ITN No. 25-0001, Managed Repair Program**. Vendors should expect to receive an acknowledgement message within one 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 deadline to allow for email transmission delays or errors.

Vendors should submit Reply materials without compressed (e.g., .zip) or encrypted files, and with a total size of less than 10 megabytes for the email and attachments. Vendors may divide their Reply submission into multiple emails, as needed.

- 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, Vendors should also 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 qualifications, competence, and capacity to provide the Services in accordance with the requirements of this ITN.

To be eligible for award, Vendors are to submit the following:

<b>VENDOR REPLY</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>
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 (see Attachment B)	
3. Current IRS W-9 or W-8 Form (see Attachment B)	
4. Attachment D, Vendor Questionnaire	This document 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.

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

### III. WHAT ARE THE RULES?

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

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

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

**3.3 PUBLIC RECORDS:** By participating in this ITN process and submitting a Reply, Vendor

acknowledges the requirements of the Florida Public Record laws found in Chapter 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (Public Record Laws). All Replies and written communications regarding this ITN become public records upon receipt by Citizens and therefore are subject to public disclosure. [Note: Replies are temporarily exempt from disclosure during the ITN process as provided in Section 119.071(1)(b), Florida Statutes.]

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

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

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

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

**3.4 INITIAL EVALUATION PROCESS:** Responses to the Vendor Questionnaire will be provided to the evaluation committee members for independent review using a 0-10 scoring scale and 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	INITIAL EVALUATION CRITERIA	MAXIMUM POINTS
D, Vendor Questionnaire	Section I – Corporate Background	10
	Section II – Administrative Services	20
	Section III – Contractor Network	35
	Section IV – Quality Assurance	30
	Section V – Compensation Structure	5
<b>Total Points</b>		<b>100</b>

Evaluation Committee Meeting. The average scores of the Evaluation Committee for the Vendor Questionnaire will 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 advanced to negotiations may be required to provide additional information and attend meetings as deemed necessary for the proper evaluation of Replies, including:
  - i. comments/redlines to Attachment E, Citizens Terms and Conditions, and any other documents to be included in an awarded contract;
  - ii. demonstration, or proof of concept, of the proposed software during which Citizens reserves the right to require attendance by particular representatives of Vendor;
  - iii. performance measures and/or service level expectations;
  - iv. references; and,
  - v. disaster recovery and business continuity plans.
- C. Before award, Citizens reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies.
- D. Citizens also reserves the right to obtain additional information not provided by Vendor. Such additional information may influence negotiations and best value determination.
- E. Citizens reserves the right to cease negotiations with any Vendor without notice, and Citizens may elect not to issue a written request for a Best and Final Offer (BAFO) to all Vendors advanced to negotiations, at the discretion of the Negotiation Team. As part of the process during negotiations, Citizens may issue an additional written request for BAFO(s) to one or more of the Vendors advanced to negotiations. The BAFO will typically contain:
  - i. a revised scope of Services;
  - ii. key business terms and conditions to be included in Contract; and,
  - iii. 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 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.

- F. Citizens does not anticipate reopening negotiations after receiving the BAFOs but reserves the right to do so if it believes doing so will be in its best interests.
- G. Citizens reserves the right to utilize subject matter experts and other technical advisors to assist the Negotiation Team with reviewing the Replies. These persons will not be deemed to be members of the Negotiation Team.

**3.6 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, Vendors Reply, the Negotiation process, and how the Negotiation Team fits this information into 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 reasonableness of the contractual terms, including service level agreements;
- C. Vendor's ability to provide Services through the State of Florida in both a catastrophe and non-catastrophe environment;
- D. Vendor's ability to track performance and quality assurance metrics; and,
- E. Vendor's Disaster Recovery and Business Continuity Plans.

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 are not required to numerically score the Vendors; the team's recommendation for award (i.e., the intent to award) will be decided 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 is a vendor who demonstrates financial stability, and who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance under a Contract. 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.

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 may also require responsibility review of additional entities as determined appropriate by Citizens, such as a separate entity proposed by Vendor for implementation services. Vendor shall provide prompt written notice to Citizens if, at any time prior to contract execution, a Vendor learns that the material information provided by Vendor in connection with this determination was inaccurate when submitted or has become inaccurate by reason of changed circumstances.

- 3.8. CONTRACT TERMS AND CONDITIONS:** Citizens anticipates negotiating contract terms and conditions consistent with (i) Attachment E, Citizens' Terms and Conditions; (ii) any proposed contract Vendor submits during the course of the ITN; and (iii) any terms and conditions agreed upon during negotiations.

Vendors are not required to submit proposed edits to Attachment E 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 receiving an award under this ITN will be required to sign a final contract that includes terms and conditions negotiated in accordance with this Section. Vendor shall have no vested right to do business with or receive payment from Citizens until a contract is signed by all parties. Unless the contract specifically provides otherwise, the execution of a contract does not guarantee Vendor will receive any particular volume of business from Citizens.

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, 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 a formal notice of intent to protest.

After the timely filing of a 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' Procurement Protest Procedure (Section 5). Any protest concerning this ITN shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Procurement Protest Procedure, 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. Failure to post the bond or other security required under Citizens' Procurement Protest Procedure (Section 6) within the time allowed for filing a bond shall constitute 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 as follows. If filing via email is not possible, then proof of service must be through the use of certified mail return receipt requested or hand delivery with proof of receipt. Service through certified mail does not extend the 72-hour or ten (10) calendar day period.

Citizens Clerk  
Office of the General Counsel  
2101 Maryland Circle  
Tallahassee, FL 32303  
Email: [Agency.Clerk@citizensfla.com](mailto: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:** The Reply submitted by each Vendor is an acceptance of the terms and conditions of this ITN. The Reply 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, so long as the correction 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**