



REFER ALL INQUIRIES TO  
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**INVITATION TO NEGOTIATE (ITN) NO: 25-0010  
FOR  
DOCUMENT GENERATION SOFTWARE**

**POSTING DATE:** April 4, 2025

**REPLY SUBMISSION DEADLINE:** 2:30 p.m. ET on May 13, 2025

**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 Document Generation Software (Services). The Services should facilitate production of various insurance policy documents and related correspondence through integration with Citizens Insurance Suite (currently Guidewire). The initial scope of services is outlined below and will be more fully explored during the negotiation phase of the ITN.

Citizens intends to award a contract (Contract) to one Vendor under this ITN. Other Vendors may be awarded a contract on a contingent basis to ensure continuity of Services in the event Citizens is unable to execute a contract with the primary Vendor, is unable to reach a "go" decision during an implementation discovery period, or the primary Vendor is unable to perform or meet Citizens' needs.

Citizens currently contracts with Smart Communications for these services. The contract expires March 9, 2027.

Software Functionality. Citizens expects the Services to include the following functionality to assist with generating documents from Citizens Insurance Suite. Additional information regarding the desired functionality is provided in Attachment D.

- a. Automated Document Generation. The Services should be capable of generating documents from Citizens Insurance Suite including, but not limited to, generation of new policy packets, policy renewals, billing invoices, claims communications, cancellation notices, and other policy related communications. The Services are expected to create and send automated correspondence with prepopulated relevant data (e.g. name, address, policy number) and relevant attachments (e.g. policy forms). The correspondence should be able to be generated and sent without the interaction of a user.
- b. Ad hoc correspondence generation. The Services should enable users to manually generate documents on an ad hoc basis using a library of editable templates. For instance, users should be able to select from a library of editable letter templates that (i) pre-populate relevant data within the letter (e.g. name, address, policy number), (ii) retrieve relevant documents for attachment either automatically based on letter type or selected by the user (sender) (e.g. brochures, claim estimates) and (iii) enable the user to interact with the templated letter to add additional context to the letter within pre-formatted areas of the letter. Furthermore, the user should be able to send the letter through an approval workflow, if required by letter type, that enables another user to edit and/or provide feedback to the sender for incorporation in the final

letter. The user should be able to either save, save and print for physical mail or save, print and email to the recipient or recipients. Finally, the Services should ensure non-technical users are able to easily use the Services with through clear directions, error messaging, and usability features that are similar to common text draft and editing software such as Microsoft Word.

- c. Template Management. The Services should enable users to create, store, and maintain templates for generation of documents using data and business rules. This includes a document development tool that enables “what you see is what you get” creation and editing in multiple formats.
- d. Distribution Support. The Services should support generation of documents for use in both electronic and printed communication channels. For instance, the Services should be able to send document outputs to print vendors and support the addition of bar codes or other codes as necessary for processing through print and mailing equipment. In addition, the Services should enable the distribution of the generated output via email and/or SMS and support the tracking of the delivery of digital channels.

Implementation and Ongoing Support. Vendor is expected to provide all services associated with the installation, configuration and validation of the Services. Implementation should include the following: (a) migration of all existing templates to the selected solution (if necessary); (b) implementation of the new solution including integrations; (c) validation that the new solution is working; (d) postproduction warranty for a minimum of 180 days; (e) training for Citizens’ staff on software development, maintenance and administration; and (f) professional post-implementation support and maintenance services. Implementation is expected to occur in a phased approach as follows: (a) Design Phase; (b) Installation and Testing Phase; and (c) Training Phase. Vendors are encouraged to include additional information on how their proposed implementation phases, and level of post-implementation and support differ from competitors.

Anticipated Term of Contract. The Contract term is anticipated to include a 5-year initial term followed by optional renewals of up to 5 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.

- A. What Services are available to Citizens that best meet Citizens needs as outlined in this ITN?
- B. How can Citizens and the Vendor best provide for a smooth, timely, and cost-effective implementation and migration to the Services?
- C. To what extent can Vendor Services for software be configured and customized?
- D. How can Vendors support Citizens’ need to contract and expand Services?
- E. What pricing models can Vendors offer that supports Citizens interests?
- F. What contract terms are commercially reasonable and appropriate for the Services?
- G. How can Citizens maintain ownership and usability of data associated with the Services, even after contract expiration/termination?
- H. What additional related value-added Services and products can Vendors offer?

I. 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 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. **Citizens Insurance Suite**– means Citizens' insurance policy administration systems used for underwriting and product, claims, billing, and payment. Citizens currently uses Guidewire cloud solutions.
- C. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- 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. **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	April 4, 2025	Posted to Citizens website at: <a href="https://www.citizensfla.com/solicitations">https://www.citizensfla.com/solicitations</a>
Pre-Reply Conference	April 14, 2025 11:00 a.m. ET	Public Meeting (telephonic) <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 713246826# <i>Vendor attendance at this meeting is not mandatory</i>
Questions Due	April 18, 2025 2:00 p.m. ET	Submit via email: <a href="mailto:citizens.purchasing@citizensfla.com">citizens.purchasing@citizensfla.com</a>
Answers Posted	May 2, 2025	Posted to Citizens website at: <a href="https://www.citizensfla.com/solicitations">https://www.citizensfla.com/solicitations</a>
Replies Due	May 13, 2025 2:30 p.m. ET	See Section II. <b>How Do I Reply</b> below
Evaluation Committee Public Meeting to rank Replies	June 24, 2025 2:00 p.m. ET	Public Meeting (telephonic) <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 152335448# <i>Vendor attendance at this meeting is not mandatory</i>

Vendor Negotiations	June 26, 2025 – August 15, 2025	
Negotiation Team Public Meeting to Announce Intent to Award Contracts	August 18, 2025 2:00 p.m. ET	Public Meeting (telephonic) <b>Telephone Number:</b> (904) 490-0703 <b>Access Code:</b> 860018245# <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.

## 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. 25-0010, Document Generation Software**. Vendors 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 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:

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 (see Attachment B)	
3. Current IRS W-9 or W-8 Form (see 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, Price Sheet	

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

### III. WHAT ARE THE RULES?

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

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

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

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

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

- A. Clearly identify each portion of its Protected 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
C, Vendor Questionnaire	Section I - Background and Experience	10
	Section II - Software Overview	35
	Section III - Project Management	5
	Section IV - Support Services	15
	Section V – Implementation Services	15
E, Price Sheet		20
Total Points		100

Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed price from all responsive Vendors for the initial term (years 1- 5) will be known as the Lowest Total Price (LTP) and awarded 20 points. Replies of other Vendors will be scored using the following formula: LTP divided by the Reply Price (RP) being considered times maximum points of 20.

$$\text{Formula: } (LTP/RP) \times 20 = \text{Score}$$

Evaluation Committee Meeting. The average scores of the Evaluation Committee for the Vendor Questionnaire will be combined with the Pricing score to determine the initial ranking of Vendors. In a public meeting, the Evaluation Committee will review the scores and establish a competitive range of Replies reasonably susceptible for award. Vendors within that range may be advanced to the negotiation phase of this ITN. In a public meeting, evaluators may change their initial scores based on their discussions with other evaluation committee members.

- 3.5 NEGOTIATIONS PROCESS:** The negotiations will proceed as follows:

- A. Citizens reserves the right to negotiate with Vendors sequentially or concurrently to determine the best value to Citizens. If the Negotiation Team negotiates sequentially, it may determine best value after negotiating with the highest ranked Vendor evaluated within the competitive range. If

the best value determination is not made, the Negotiation Team can then move to another Vendor within the competitive range.

- B. Vendors 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 F, 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. response to a detailed technology questionnaire (e.g., infrastructure, integrations, user experience, etc.);
  - iv. response to a questionnaire related to Vendor's cloud hosting efficiencies, processes, and costs;
  - v. performance measures and/or service level expectations;
  - vi. a comprehensive implementation statement of work and transition plan (e.g., timeline and phases, resource plan, dependencies on Citizens resources, system acceptance process, change control process, training plan, etc.);
  - vii. references;
  - viii. access to a testing environment for Citizens to test end user and overall functionality; and
  - ix. 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 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.

- 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 capabilities and functionalities of software provided through the Services;
- C. Overall cost and approach of implementation;
- D. The price and total cost of ownership for the Services;
- E. The reasonableness of the contractual terms, including service level agreements;
- F. Vendor's ability to track performance and quality assurance metrics; and
- G. 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 F, Citizens Terms and Conditions; (ii) any proposed contract Vendor submits during the course of the ITN; and (iii) terms and conditions agreed upon during negotiations.

Vendors are not required to submit proposed edits to Attachment F 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**