



**INVITATION TO NEGOTIATE NO. 19-0004
FOR
STRATEGIC WORKFORCE PLANNING**

REPLY DUE DATE: APRIL 9, 2019

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

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Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
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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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- Attachment C – Vendor Contact Information and Public Record Acknowledgement Form
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Exhibit 1 – Current Citizens IT Organization Chart (see Section 2, Scope of Services)

REPLY CHECKLISTS

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 on a compact disk (CD);	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Reply on CD (required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment D, Minimum Requirements Acknowledgement Form	3.6, Folder 2
<input type="checkbox"/>	Attachment E, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment F, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment G)	
<input type="checkbox"/>	Attachment H, Vendor Questionnaire	3.6, Folder 3
<input type="checkbox"/>	Attachment I, Price Sheet	3.6, Folder 4

The following checklist identifies the non-mandatory documents that may be included in a Reply.		
	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6, Folder 1
<input type="checkbox"/>	Attachment A, Vendor Diversity Declaration Form	
<input type="checkbox"/>	Attachment B, Certification of Drug-Free Workplace Form	
<input type="checkbox"/>	Attachment C, Vendor Contact Information and Public Record Acknowledgement Form	

Citizens has recently activated a new self-service Supplier Registration system named Centerpoint. Vendors are highly encouraged to visit the Citizens website and click the Register button. The Centerpoint system allows vendors to enter registration information, tax id, W-9, etc.

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 reusable framework and tools for strategic workforce planning. Additionally, Vendor is also expected to provide professional services to assist Citizens with using the strategic workforce planning framework and tools. The framework, tools, and professional services are collectively referred to as the "Services" and are more fully described in Section 2 of this ITN.

Citizens expects to use the selected Vendor to perform an initial workforce planning evaluation of a subset of Citizens Information Technology organization (see Section 2.3 of this ITN). As part of the evaluation, Vendor shall provide adequate training and knowledge transfer to Citizens staff so that future evaluations may be conducted independently by Citizens. Citizens expects that the framework, tools, documents, software, and materials used to perform the initial evaluation will be made available to Citizens in a reusable manner throughout the contract term. Vendor may also be requested to provide ongoing professional services, at an hourly rate, on an as-needed basis during the contract term.

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.

- 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: 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 and deliverables are appropriate to achieve the goals of this ITN?
- B. Which strategic workforce planning framework and tools will best meet the needs of Citizens?
- C. How will Citizens' employees be trained and what licenses, if any, are required for Citizens to use the framework and tools to independently conduct future evaluations?
- D. What obstacles/issues could Citizens experience by conducting future evaluations independently?
- E. What Citizens resources will be required to assist Vendor with the Initial Workforce Planning Evaluation?
- F. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- G. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability for the Services?
- H. What additional value-added services and solutions can Vendors offer that are in the best interest of Citizens?

- I. What pricing model is best suited for Citizens' needs?
- J. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- K. Which Vendor ultimately provides the best value for Citizens?

Facts Being Sought: The facts being sought in this ITN are identified primarily in Attachment H, 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.
- B. **Contract** - means the contract with a Vendor for Services that results from this ITN.
- C. **ITN** - means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- D. **Procurement Officer** - means the Citizens employee identified on the cover page of this ITN.
- E. **Reply** - means materials submitted by Vendor pursuant to this ITN.
- F. **Services** - means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- G. **Vendor** - means an entity responding to this ITN in pursuit of providing Services.

1.4 CITIZENS BACKGROUND: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6), Florida Statutes, and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens' website: <https://www.citizensfla.com>.

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 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.

1.7 CONTRACT TERM: The Contract term is anticipated to be three (3) years, with three (3) optional one (1) year renewal terms. The initial term and any renewal terms, may be negotiated during the course of this ITN.

1.8 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.

- 1.9 CALENDAR OF EVENTS:** Listed below are important events and dates 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		
DATE:	TIME:	ACTIONS:
February 13, 2019		ITN Released
February 26, 2019	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
March 6, 2019	2:00 PM ET	Questions Due
March 26, 2019		Answers Posted
April 9, 2019	2:00 PM ET	Replies Due
May 30, 2019	2:30 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations.
May 31 – July 12, 2019		Vendor Negotiations
July 16, 2019	11:00 AM ET	Negotiation Team Public Meeting to Announce Intent to Award Contract(s)

- 1.10 PUBLIC MEETINGS:** Public meetings related to this ITN will be held on the dates and times indicated in Section 1.9, Calendar of Events. The instructions for accessing each meeting are provided below:

Telephone number: (866) 574-0995
Access Code: 743312293 #

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five business day 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).

- A. **Pre-Bid Conference:** A telephonic Pre-Bid Conference will be held to provide Vendors with pertinent information, address questions, and clarify any provisions in the ITN that may not be fully understood. **Attendance at the Pre-Bid Conference is not mandatory.**

- B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the evaluation committee to (i) rank the Replies based on evaluation criteria set forth in Section 3, and (ii) establish the competitive range of Replies reasonably susceptible for award. Those Vendor(s) within the competitive range may be advanced to Negotiations. **Attendance at this meeting is not mandatory.**

Discussion between the evaluation committee and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the Evaluation Committee members and any Vendor during this public meeting.

- C. **Negotiation Team Public Meeting:** Citizens will hold a telephonic public meeting to determine which Vendor(s) Citizens intends to award a Contract to. **Attendance at this meeting is not mandatory.**

Discussion between the negotiation team and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Replies may occur between any of the negotiation team members and any Vendor during this public meeting.

Negotiations between Citizens and a Vendor are exempted from being held as public meetings by Section 286.0113(2), Florida Statutes. Furthermore, negotiation strategy meetings of Citizens negotiation team is exempted by Section 286.0113(2)(a), Florida Statutes.

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SECTION 2 SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens currently has approximately 1,062 employees (75% in Jacksonville, Florida, 13% in Tallahassee, Florida, and 12% telecommute/virtual). Citizens has applied resource planning on a limited scale to date. Activities include headcount and capacity assessments, workload planning, and attrition tracking. Citizens is not currently contracted with any third parties to assist with these activities.

With this ITN, Citizens desires to deepen its strategic workforce planning approach to ensure it has the necessary talent, skills, and capabilities to balance the supply and demand of key talent over time. This effort will require assistance from a Vendor who understands Citizens' unique business/governmental purpose, strategic objectives, changing technology, market conditions, and its succession needs. Ultimately, Citizens expects to develop sufficient in-house resources and skills to support a long-term, enterprise-wide strategic workforce planning program.

- 2.2 MINIMUM QUALIFICATIONS:** The minimum qualifications for this ITN are represented in four attachments, as described below. Vendor must satisfy the minimum qualifications in order to be eligible for an award of a Contract under this ITN, subject to section 4.6 below:

- A. Through **Attachment D, Minimum Requirements Acknowledgment Form**, Vendor must certify that it meets certain minimum requirements relating to the ITN. Vendor must answer "Agree" to each of the minimum requirements listed in **Attachment D**.
- B. Through **Attachment E, Responsible Vendor Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor is a "Responsible Vendor" as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a "Responsible Vendor" by Citizens' Vendor Management Office using the information contained on **Attachment E** and other available information.
- C. Through **Attachment F, Vendor Conflict of Interest Disclosure Form**, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in **Attachment F**.
- D. Through **Attachment G, Financial Review**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the services for the term of the Contract. Vendor must receive a PASS determination from Citizens' Vendor Management Office, with the assistance of an independent CPA, regarding Vendor's financial stability, viability, and capacity as described in **Attachment G**.

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

A. Initial Workforce Planning Evaluation. Vendor will provide an initial workforce planning evaluation of the subsets of Citizens' Information Technology Organization identified below. A list of roles is attached as Exhibit 1. In addition to the traditional workforce planning elements to be taken into consideration (such as scalability and succession needs), Vendors will need to take into account Citizens' long-term goal of utilizing cloud-based infrastructure and software where feasible.

- Application Development – The Application Development team is comprised of approximately forty-seven (47) members, ranging from individual contributors to the Director of Application Development.
- IT Infrastructure – The IT Infrastructure team is comprised of approximately forty-three (43) members, ranging from individual contributors to the Director of IT Infrastructure.
- IT Operations – The IT Operations team is comprised of approximately forty-four (44) members, ranging from individual contributors to the Director of IT Operations.

Additionally, as part of the initial workforce planning evaluation, Vendor will provide training and knowledge transfer to Citizens staff, so that, coupled with the framework and tools described below, future evaluations may be conducted independently by Citizens in-house staff.

B. Strategic Workforce Planning Framework and Tools. Any framework, tools, documents, software, or materials used by Vendor to successfully complete a strategic workforce planning evaluation will be made available to Citizens in a reusable manner for the Contract term.

C. Professional Services. Vendor will provide ongoing professional assistance to Citizens as needed during the Contract term. These services may include additional workforce planning evaluations (beyond the initial engagement described above), coaching, advising, or other professional services. A quote would be sought for each engagement, based on hourly rates to be established in the Contract.

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.

2.4 **CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates negotiating contractual terms and conditions that are substantially as set forth in **Attachment J, Draft Contract**. During the negotiations phase of this ITN, modifications may be proposed and negotiated to account for standards within the industry, specific attributes of Vendor, or any specific attributes of a Reply. Vendors will be required to maintain a current authorization to do business within the State of Florida, which will be verified on an annual basis through the [Department of State, Division of Corporations](#).

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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 1.9, 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.

For ease of reference and clarity, Vendors are requested, but not required, to submit questions in the following format:

ITN Section	Page #	Question
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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. It is Vendors’ 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 separate redaction log that provides a legal justification (e.g., Trade Secret Protection) for each redaction.

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

If Vendor has submitted a separate electronic copy of the Reply or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy of the redacted portion of Vendor’s Reply and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration.

Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

- 3.4 REPLY DUE DATE AND SUBMISSION:** Replies must be received by the Procurement Officer at the physical address on the Cover Page on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this ITN on the front of its Reply as follows:

ITN No.: 19-0004, Strategic Workforce Planning

- 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, but is required to be placed within the applicable folders. Mandatory requirements or documents are identified in the referenced sections of this solicitation by the specific term “**shall submit**” in bold type. Failure to provide or satisfy any of the mandatory documents or requirements **will result in disqualification of the Vendor as non-responsive, subject to Section 4.6.**

Citizens is under no obligation to look for responsive information contained in incorrect sections or that is not organized according to these instructions. All Replies must contain the folders outlined below. All Replies submitted should include numbered sections clearly separating and identifying each section as indicated below.

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 solely 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 CD Reply: Vendor **shall submit** with their Reply one (1) CD original of their entire Reply.
- B. Redacted Copy of Reply: In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Reply containing a full “Redacted” electronic version of their Reply in accordance with Section 3.3, above. This CD should be labeled “**Redacted Reply**” and be void of any information Vendor deems exempt from Florida’s Public Records Laws. Along with the Redacted Reply, submit a redaction log providing a legal justification for each redaction (e.g. Trade Secret Protection).

- 3.6 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. The Reply should be organized as follows:

- The CD should have separate folders for each Reply “Folder.”
- Folders should be plainly titled “Folder 1,” “Folder 2,” etc., as shown below.

 Folder 1  Folder 2  Folder 3

- Attachments should be plainly titled “Attachment A,” “Attachment B,” “Attachment C,” etc., as shown below.

 Folder 2


Attachment A.pdf



Attachment B.pdf



Attachment C.pdf

- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each “Folder” should contain the documents as requested below.

Folder 1. Overview. In Folder 1, Vendor may submit the following:

1. Cover Letter / Executive Summary. Vendor may submit a cover letter or executive summary. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Reply. Citizens requests that the letter not exceed two (2) pages and not include specific pricing terms.
2. Attachment A, Vendor Diversity Declaration Form
3. Attachment B, Certification of Drug-Free Workplace Form
4. Attachment C, Vendor Contact Information and Public Record Acknowledgement Form

Folder 2. Minimum Qualifications. In Folder 2, Vendor **shall submit** the following:

1. Attachment D, Minimum Requirements Acknowledgement Form
2. Attachment E, Responsible Vendor Review Form
3. Attachment F, Vendor Conflict of Interest Disclosure Form
4. Financial Documents (as requested in Attachment G)

Folder 3. Vendor Questionnaire. In Folder 3, Vendor **shall submit Attachment H**, Vendor Questionnaire.

Folder 4. Pricing. In Folder 4, Vendor **shall submit Attachment I**, Price Sheet.

3.7 EVALUATION PROCESS: Citizens will review all Replies to determine compliance with mandatory requirements. Replies that do not comply with mandatory requirements may be disqualified from further consideration. Replies will be provided to the evaluation committee members for individual and independent review using the allocation of points indicated below. 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
H	Vendor Questionnaire	Prior Relevant Experience	35
		Proposed Services	35
		Vendor Personnel Qualifications	10
I	Pricing		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 will be awarded 20 points and henceforth be known as Lowest Total Price (LTP). Replies of other Vendors will be scored using the following formula: LTP divided by the Reply Price (RP) being considered times maximum points of 20.

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

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the Pricing scores 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 and any subject matter experts.

3.8 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 and may be required to provide references. Citizens reserves the right to require attendance by particular representatives of Vendor. Any written summary of presentations provided by Vendor shall 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. 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.

- D. 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.
- E. Citizens reserves the right to cease negotiations with any Vendor, and Citizens may not issue a written request for a Best and Final Offer (BAFO) to a Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request BAFO(s) to one or more of the Vendors with which the negotiation team has conducted negotiations. The BAFO will typically contain:
 - A revised Scope of Services;
 - All key business terms and conditions to be included in final contract; and
 - 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 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 3.9 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.

3.9 SELECTION CRITERIA: The focus of the negotiation team will be on selecting the Vendor(s) that provides the best value to Citizens. The best value determination will be based upon the requirements of this ITN and the following selection criteria:

- A. The quality, design, approach, 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. Citizens resources required to assist Vendor with the Initial Workforce Planning Evaluation;
- E. Vendor's ability to provide quality and timely Services to Citizens during the term of the Contract; and
- F. Vendor's ability to track performance and quality assurance metrics.

The negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criteria 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.

3.10 EXECUTION OF CONTRACT: Vendors receiving an award under this ITN will be required to sign a final Contract with terms and conditions substantially as set forth within **Attachment J, Draft Contract**. See *Section 2.4 above*. During the negotiations phase of this ITN, Citizens is willing to modify these terms and conditions based on reasonable industry standards, reasonable license terms and Vendor's Reply. The final Contract will also include all of the terms and conditions agreed to during negotiations. ***Vendors may, but are not required to, request changes to the contract terms in Attachment J during the open questions period for this ITN.*** In the event of award, Vendor(s) are required to register on Centerpoint for purposes of invoicing and payment. 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 ELECTRONIC POSTING OF ITN ADDENDA AND NOTICES: Citizens will electronically post all notices, ITN documents, amendments and addenda on Citizens' website which is located at <https://www.citizensfla.com/solicitations>.

- 4.5 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.
- 4.6 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.
- 4.7 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 SUBSEQUENT NEGOTIATIONS AND AWARDS:** If a Contract cannot be reached with the intended awardee or if a Contract entered into pursuant to this ITN is terminated for cause by Citizens or terminated without cause by a Vendor, Citizens reserves the right to re-procure substitute contractual services through negotiations 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.
- 4.11 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