



**INVITATION TO NEGOTIATE NO. 17-0025
FOR
BUSINESS CONTINUITY SERVICES –
WORKSPACE AND TECHNOLOGY**

REPLY DUE DATE: JANUARY 4, 2018

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

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**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION
627.351(6)(e), FLORIDA STATUTES, CONSTITUTES A WAIVER OF PROCEEDINGS.**

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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 disc (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 1
<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 – Office Building Space (if applicable)	3.6, Folder 2
<input type="checkbox"/>	Attachment I, Vendor Questionnaire – Mobile Recovery Units (if applicable)	
<input type="checkbox"/>	Attachment J, Vendor Questionnaire – Personal Computers (if applicable)	
<input type="checkbox"/>	Attachment K, Vendor Questionnaire – Satellite Communications (if applicable)	
<input type="checkbox"/>	Attachment L, Pricing Scenarios	3.6, Folder 3

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

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 various business continuity services (**Services**). The Services are necessary for Citizens to continue to perform business critical functions in the event that (i) one of Citizens office locations (currently in Jacksonville, Tallahassee, and Tampa) becomes unavailable, or (ii) Citizens needs to establish one or more remote offices in Florida to handle a sudden increase in policyholder's claims more effectively. These Services need to be flexible and scalable as the scope and duration of Citizens needs will vary based on the severity of the disruptive event.

To be eligible for an award, a Vendor must offer **at least one** of the following Service categories:

- A. Office Building Space. Dedicated physical office space (with personal computer at each workspace), available within 24 hours of request within the State of Florida. (See Section 2.3(A) below).
- B. Mobile Recovery Units. Mobile recovery unit(s) (with personal computer at each workspace), to be deployed within 24 hours and operational within 48 hours of request within the State of Florida. (See Section 2.3(B) below).
- C. Personal Computers. Laptop or Desktop devices, with delivery to Citizens within 24 hours of request. (See Section 2.3(C) below).
- D. On-Demand Satellite Communications. High Speed (100 Mbps) dedicated bandwidth, deployed and operational within 48 hours of request within the state of Florida (See Section 2.3(D) below).

Ideally, Citizens would like to contract with Vendor(s) who can bundle multiple Service categories together in one Reply. If a Vendor cannot provide all of the Service categories directly, Vendors are strongly encouraged to offer some of the Services they do not provide through partners and subcontractors. Citizens will negotiate first with Vendors who offer Office Building Space or Mobile Recovery Units, and will then determine the scope of remaining needs. Then, if needed, Vendors who offer only Personal Computers or Satellite Communications may be invited to negotiations. Citizens may award a contract (**Contract**) to more than one Vendor to ensure adequate support and scalability.

Please see Sections 3.7, 3.8, and 3.9 for further details on the evaluation and negotiation process.

NOTE: While Citizens currently has a Tampa office location, the Services requested in this ITN may not be required for Tampa by the time an agreement is entered into with the selected vendor(s).

- 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 contract with one (or more) Vendor(s) who provides the best overall 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, (iv) the ability to provide more than one category of Service, and (v) 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 services and deliverables are appropriate to achieve the goals of this ITN?
- B. Can a single Vendor ensure business continuity and recovery for Citizens in all of the Service categories listed in Section 1.1 above in the event of a business disruption, or will multiple Contracts be required?
- C. How will testing be conducted to validate the proposed Service(s)?
- D. What performance guarantees and/or service levels can Vendor(s) offer to assure quality and accountability?
- E. What additional value propositions can Vendor(s) offer that are in the best interest of Citizens?
- F. What pricing model(s) and service delivery option(s) are best suited for the Services and Citizens' needs?
- G. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- H. Which Vendor(s) ultimately provides the best value for Citizens?

Facts Being Sought: The facts being sought in this ITN are identified primarily in Attachments H, I, J, and K, Vendor Questionnaires.

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

- **Citizens** – means Citizens Property Insurance Corporation.
- **Contract** – means the contract with a Vendor for Services that results from this ITN.
- **Disruption** – means an unplanned event or condition that causes or will likely cause Citizens to (i) move out of its office space (currently in Jacksonville, Tallahassee, or Tampa), or (ii) handle a sudden and substantial increase in the number of insurance claims. A Disruption may or may not be the result of a natural disaster (e.g., a hurricane). Citizens, in its sole discretion, shall determine what constitutes a “Disruption.”
- **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- **Reply** – means materials submitted by Vendor pursuant to this ITN.
- **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- **Service Category** – means one of the four categories of Service listed in Section 1.1 of this ITN
- **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 five (5) years, with up to five (5) years of optional renewal terms. The Contract 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
Nov. 16, 2017		ITN Released
Nov. 28, 2017	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
Dec. 5, 2017	2:30 PM ET	Questions Due
Dec. 20, 2017		Answers Posted
Jan. 4, 2018	2:30 PM ET	Replies Due
Feb. 6, 2018	2:30 PM ET	Evaluation Committee Public Meeting to Rank the Replies and determine which Vendors Proceed to Negotiations

CALENDAR OF EVENTS		
DATE	TIME	ACTIONS
Feb. 7 – Mar. 23		Vendor Negotiations
Mar. 27, 2018	2:30 PM 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: 9230363#

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 in each Service category based on evaluation criteria set forth in Section 3, and (ii) establish the competitive range of Replies reasonably susceptible for award in each Service category. Those Vendor(s) within the competitive range may then be invited to the negotiations phase. **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.

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SECTION 2 SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens currently provides property insurance to over 450,000 policyholders in the State of Florida. These policyholders are served by over 1,200 fulltime employees (approximately 900 located in downtown Jacksonville, 150 in Tallahassee, and 100 in Tampa). In some cases, typically in response to a hurricane or other weather-related event, Citizens also provides office space to a large number of outside insurance adjusters and contractors.

The critical nature of Citizens' operations, and the risks which could result in impairment or loss of these operations, require that business continuity services and procedures be maintained at all times. Citizens recently identified mission critical processes along with immediate, short-term and long-term continuity and recovery needs in order to remain operational and continue providing critical services to its customers during a Disruption. Citizens' strategy to meet these needs is to acquire the services needed to provide immediate protection for its operations. Therefore, it is essential that Vendor not only develop cost effective strategies for providing this protection, but also provide for the flexibility to alter these services due to technological changes, changes in the insurance marketplace, and changes in Citizens' comprehensive business resiliency strategy.

- 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 "Yes" to each of the applicable 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 in **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 GENERAL DESCRIPTION OF SERVICES:** Vendors must propose to provide Citizens at least one of the following Services Categories (A – D) in the event of a Disruption. Vendors are encouraged

to offer additional services and solutions in their Reply to distinguish themselves from other Vendors. Vendor should use the applicable **Attachments H - K, Vendor Questionnaire** to (i) provide specific information about how it will meet the specifications described below, (ii) clearly identify any variances or exceptions it takes to these specifications, and (iii) identify other additional services and solutions it can offer to help Citizens in the event of a Disruption.

- A. Office Building Space:** Fully functional, full service, brick and mortar work space that is not shared with other customers or clients, that includes workspace equipment such as desks, tables and chairs, telephones and utility services (i.e., electric, gas, water, and trash service).
1. Availability. Vendor should be able to provide space within 24 hours of request.
 2. Capacity. The most likely scenario is for Citizens to request up to 150 employees to be relocated at one time. (If a current office location becomes unavailable, Citizens expects many of its employees to be able to work from home.) Vendors must be able to provide office building space for at least 150 employees.
 3. Geographic Locations. At a minimum, space must be available within 50 miles of downtown Jacksonville, Florida. However, office building space may be needed anywhere within the state of Florida or more specifically Citizens other office locations – Tallahassee and Tampa. Vendors who can offer multiple facilities throughout the State are desired.
 4. Personal Computers. Each workspace must be accompanied with a personal computer (laptop or desktop/monitor), with the following minimum configuration: Intel based dual-core processor, 4GB RAM of memory, 120GB Hard Drive, and Windows operating system.
 5. Copiers. A minimum of two dedicated multi-function copiers with print, copy, facsimile, and scanning capabilities, to be included for use in a convenient copy/print area within the space.
 6. Communications. Each workspace should be equipped with (i) operational access and connections (wired/wireless) to business-grade high-speed internet services, and (ii) telephones with capability to make local, national, and international calls.
 7. Breakrooms, Restrooms and Conference Rooms. Breakrooms, Restrooms, and Conference Rooms (with teleconferencing capabilities), should be included.
 8. Conference Rooms. Access to conference rooms with at least one of the conference rooms large enough to seat 12 people, and dedicated for Citizens use.
 9. Maintenance. Full services of maintenance and janitorial services to be included.
 10. Security. Physical Security should be included as follows:
 - i. Secured entry into facility with 24x7 access;
 - ii. Ability to secure/lock offices/workspace designated for Citizens use.
 - iii. Space within lobby area of locations with power outlets and network connectivity to allow for Citizens' to establish concierge services; check-in, security, etc.
 - iv. On-site security is preferred. If not offered as part of Reply, must have the ability for Citizens to coordinate its own Security Officers 24x7.
 11. Document Shredding Services This on-site service is preferred. If not offered as part of Reply, must have the ability for Citizens to coordinate its own shredding services.
 12. Testing. Citizens should be able to perform a commercially reasonable test each year of the Contract to ensure, at a minimum, the Vendor's ability to relocate 150 staff within 50 miles of Jacksonville (with Vendor providing the necessary resources in support of the commercially reasonable testing/validation exercises).

B. Mobile Recovery Unit(s): Mobile Recovery Units configured with fully equipped workstations to include tables, desks, chairs, and telephones for each. The mobile recovery units will require utility services (electric, water, trash) directly or through the use of generator(s) service and communication services.

1. Availability. Vendor should be able to deploy mobile unit(s) within 24 hours of request.
2. Capacity. The most likely scenario is that Citizens will need mobile recovery units to accommodate up to 350 employees and/or contracted staff. Vendors must be able to provide space for at least 350 employees and/or contracted staff.
3. Geographic Locations. Citizens needs the ability to locate mobile units anywhere within the State of Florida. The most likely scenarios are South Florida, Tampa Bay area, Jacksonville, and Tallahassee.
4. Personal Computers. Each workspace must be accompanied with a personal computer (laptop or desktop/monitor), with the following minimum configuration: Intel based dual-core processor, 4GB RAM of memory, 120GB Hard Drive, and Windows operating system.
5. Copiers. A minimum of two dedicated multi-function copiers with print copy, facsimile, and scanning capabilities to be included for use in a convenient copy/print area within the space.
6. Communications: Each workspace should be equipped with (i) operational access and network connectivity (wired/wireless) for business-grade high-speed internet services, and (ii) telephones with capability to make local, national and international calls.
7. Restrooms. Self-contained restrooms are preferred. Portable restrooms are required if self-contained restrooms are not included.
8. Document Shredding This on-site service is preferred. If not offered as part of Reply, must have the ability for Citizens to coordinate its own shredding services.
9. Testing. Citizens should be able to perform a commercially reasonable test each year of the Contract to ensure, at a minimum, the Vendor's ability to relocate 350 staff within the State of Florida (with Vendor providing the necessary resources in support of the commercially reasonable testing/validation exercises).
10. Maintenance. Full services of facility maintenance and janitorial services to be included.
11. Security. On-Site security is preferred but must have ability for Citizens to coordinate arrangements for providing own Security Officer services 24x7 if not offered as part of Services.

C. Personal Computers: Business-class computers may be needed to temporarily support up to 775 users within 1 week, and up to 875 users within 2 weeks. The computers need to be ready to use out of the box, configured according to Citizens minimum specifications (or better), and delivered to employee homes or alternate work sites at varying intervals. The expectation is that at least 325 devices will be delivered within 24 hours of request.

The following minimum configuration (or better) is required:

1. Processor: Intel based dual-core processor
2. Memory: 4GB RAM
3. Storage: 120GB Hard Drive
4. Operating System: Windows

D. On-Demand Satellite Communications. Citizens may need internet access to perform certain functions in areas where connectivity is not otherwise readily available. Citizens is interested in this service on a 24/7/365 statewide on-demand basis. Service should become available and fully operational within 48 hours of notice by Citizens providing the

location of need to the Vendor, with the following specifications:

1. Bandwidth. Ability to provide at least 100 Mbps aggregate of continuous throughput to allow Citizens' to transmit and receive simultaneously IP packets (or Ethernet frames) for both data and VOIP. Bandwidth is to be dedicated solely to Citizens.
2. Installation and Support. Ability to deliver, install, setup and provide technical on-site support for Services at designated location(s), with all resources required, including: connection materials, wiring, cabling, circuits, machinery, and tools required to set-up and maintain.
3. Transmission Rate. Minimum capacity of 500 milliseconds round trip within the entire satellite transport loop.
4. Power. Self-supporting power supply (generator or such) capable of maintaining continuous satellite operations; with Vendor being responsible for ensuring continuous fuel if power supply is a generator for ongoing operations during the deployment period.
5. Ethernet. Provision of a single Ethernet handoff to Citizens capable of continuous 100 Mbps of usage by Citizens. Including 1000 FT of continuous fiber cable meeting these specifications.
6. Staffing. Monitoring and engineering staff must be available to remotely assist and support those in the field.
7. Testing. Annual test to be conducted to ensure service levels will be met.

2.4 PERFORMANCE MEASURES: Citizens and Vendor will negotiate service delivery timelines for ability to deliver the Services when requested. These performance measures will be included in the Contract. Performance measures may include the following:

- Resource availability upon request
- Time to deliver Services
- Time to ramp up additional services deemed necessary
- Support resources to assist/establish operations of Vendor supplied services

For On-Demand Satellite Communications, the performance measures are expected to include, when activated, 99.95% service availability on a 24/7 basis with 100 Mbps of "full duplex," "dedicated," unshared, non-permutable space segment.

2.5 CONTRACTUAL TERMS AND CONDITIONS: In accordance with Section 3.10, Citizens anticipates negotiating contractual terms and conditions that include terms and conditions substantially as set forth in Attachment M, Citizens' Standard Terms and Conditions. During Phase 2 (Negotiations), modifications may be proposed and negotiated based on industry standards and Vendor's Reply to this ITN.

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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. Citizens will post answers to the questions on Citizens' website in accordance with the Calendar of Events so all questions and answers are made available at the same time to all Vendors. Questions submitted will not constitute a protest to the ITN. Answers will constitute an amendment to the ITN only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS ITN, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

Vendors are requested, but not required, to reference the (1) ITN Section or Attachment Name and (2) page number along with their question(s) for clarity and ease of reference.

- 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 procurement 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 (a "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 on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly label the name of this ITN on the front of its Reply as follows:

ITN No. 17-0025, Business Continuity Services – Workspace and Technology

- 3.5 **REPLY FORMAT:** This section prescribes the format in which Replies are to be submitted. Vendors shall submit only one Reply regardless of the number of Services listed in Section 2.3 they intend to provide. Any information deemed appropriate by Vendor may be included, but is required to be placed within the pertinent sections. 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 sections 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 company’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 services in conformity with the requirements of this ITN. The Reply should be organized as follows:

- The CD should have separate folders.
- Folders should be plainly titled “Forms,” “Questionnaire,” etc., as shown below.



Forms



Pricing



Questionnaire

- Documents contained within the folders should be plainly titled “Attachment A,” “Attachment B,” “Attachment C,” etc., as shown below.



Forms



Attachment A.pdf



Attachment B.pdf



Attachment C.pdf

- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled.
- Each folder should contain the documents as requested below.

Folder 1. Forms. In Folder 1, Vendor **may submit** the following:

1. Cover Letter. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Proposal. 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

Also in Folder 1, Vendor **shall submit** the following:

5. Attachment D, Minimum Requirements Acknowledgement Form
6. Attachment E, Responsible Vendor Review Form
7. Attachment F, Vendor Conflict of Interest Disclosure Form
8. Financial Documents (as requested in Attachment G)

Folder 2. Questionnaire. In Folder 2, Vendor **shall submit** the following for each Service Category included in their Reply:

1. Attachment H, Vendor Questionnaire (Office Building Space)
2. Attachment I, Vendor Questionnaire (Mobile Recovery Units)
3. Attachment J, Vendor Questionnaire (Personal Computers)
4. Attachment K, Vendor Questionnaire (Satellite Communications)
5. Supplemental information and attachments (as requested in Attachments H, I, J, and/or K (as applicable))

Folder 3. Pricing. In Folder 3, Vendor **shall submit** the documents listed below. Failure to provide pricing as requested may result in the Vendor's disqualification as non-responsive. Such failure may include adding conditional text to one or more fields within the Price Scenarios or failing to complete all requested cells.

1. Attachment L, Pricing Scenarios
2. Vendor's Price Sheet (as required in Attachment L. This Price Sheet will not be scored but may be considered in Negotiations)

- 3.7 EVALUATION PROCESS:** Citizens will review all Replies to determine compliance with mandatory requirements. Replies that comply with mandatory requirements will be forwarded 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.

Citizens will separately evaluate Replies for each Service Category. A Vendor who proposes solutions in multiple Service Categories will submit one combined Reply but will be separately evaluated for each category. The allocation of points for each Service Category will be as follows:

REPLY COMPONENT	EVALUATION CRITERIA	MAXIMUM POINTS
Attachments H, I, J, and K, Vendor Questionnaire	Vendor Experience	20
	Description of Services	35
	Resources	20
	Ancillary Services	5
Attachment L, Pricing Scenarios	Pricing Scenarios	20

Pricing Score. The following formula will be used to award points for Pricing. The lowest proposed price from all responsive Vendors within each Service Category will be awarded 20 points and henceforth be known as Lowest Total Price (LTP). Replies of other Vendors within that category 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 each Service Category. In a public meeting, the evaluation committee will review the scores and establish a competitive range of Replies reasonably susceptible of award in each Service category. 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 NEGOTIATION PROCESS:** The negotiations will proceed as follows:

- A. Vendor(s) who submit a Reply which includes multiple Service categories may be negotiated with first. Negotiations with Vendors submitting Replies for only Personal Computers or Satellite Communications may be delayed until after Citizens determines whether those needs can be met by Vendors offering Office Building Space and/or Mobile Recovery Units. The order of negotiations will be at the sole discretion of Citizens based upon which Vendors are likely to provide the best overall value to Citizens.
- B. Citizens reserves the right to negotiate with Vendor(s) in each Service category 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. The negotiation team may change the rankings following preliminary negotiations or at any other time during the Negotiations Phase.

- C. Vendors proceeding to negotiations may be required to make a presentation/demonstration, provide additional references, and allow the opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular representatives of Vendor. Any written summary of presentations or demonstrations 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.
- D. Before award, Citizens reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. If necessary, Citizens will request revisions until it is satisfied that the contract model will serve Citizens' needs and is determined to provide the best value to Citizens. The requested revisions may include adding to, subtracting from, or modifying the Services offered in a Vendor's original Reply.
- E. Citizens also reserves the right to contact references not provided by Vendor. The results of the reference checking may influence negotiations and the best value determination.
- F. 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 for 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 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 3.9 below.

- G. 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.
- H. 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. Vendor's ability to provide Service in more than one Service Category and provide

- those Services within a wide geographic area of expected need;
- E. Vendor's ability to track performance and quality assurance metrics;
- F. Vendor's scalability and ability to provide quality and timely Services to Citizens during the term of the Contract; and
- G. Additional services that are in the best interest of Citizens.

The negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criterion may vary among negotiation team members. The negotiation team members will not be required to numerically score the Vendors; the team's recommendation for award (i.e., the intent to award) may be made based on 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. Citizens will request that the Contract include terms and conditions substantially as set forth within **Attachment M, Citizens' Standard Terms and Conditions**. During Phase 2 (Negotiations), modifications may be proposed and negotiated based on industry standards and Vendor's Reply to this ITN. The final Contract will include all of the terms and conditions agreed to during negotiations.

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 holiday).**

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 protester 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

Citizens may elect, at any time before or after a protest is filed, to reject all Replies within a Service Category. If Replies are rejected within a particular Service Category, Citizens may proceed with the ITN process for the other Service Categories.

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 ninety (90) 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 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 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 any contract related to this ITN 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 negotiations, 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