



**INVITATION TO NEGOTIATE No. 21-0003  
FOR  
MANAGED WORKPLACE IT SERVICES**

**REPLY DUE DATE: February 19, 2021**

**[See Section 1.9 for the Calendar of Events]**

**Refer ALL Inquiries to:**

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

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### ATTACHMENTS

Attachment A – Vendor Certification Form  
Attachment B – Responsible Vendor Review Form  
Attachment C – Financial Review  
Attachment D – Minimum Requirements & Vendor Questionnaire  
Attachment E – Price Sheet  
Attachment F – Citizens' Terms and Conditions  
Exhibit 1 – Anticipated Service Level Requirements

## REPLY CHECKLIST

The following checklist identifies the **mandatory** documents that must be included in a Reply. Failure to complete and provide any of these mandatory documents **shall result in disqualification** of the Vendor (as non-responsive).

|                          | MANDATORY DOCUMENTS                                                                                                                                                                    | SECTION       |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <input type="checkbox"/> | One (1) electronic version of the Reply via email                                                                                                                                      | 3.5. A.       |
| <input type="checkbox"/> | One (1) redacted copy of Reply via email<br><i>(required only if Vendor considers portions of its Reply confidential or exempt from disclosure under Florida's Public Records Law)</i> | 3.5. B.       |
| <input type="checkbox"/> | Attachment A, Vendor Certification Form                                                                                                                                                | 3.6, Folder 1 |
| <input type="checkbox"/> | Attachment B, Responsible Vendor Review Form                                                                                                                                           |               |
| <input type="checkbox"/> | Financial Documents (as requested in Attachment C)                                                                                                                                     |               |
| <input type="checkbox"/> | Attachment D, Minimum Requirements & Vendor Questionnaire                                                                                                                              | 3.6, Folder 2 |
| <input type="checkbox"/> | Attachment E, Price Sheet                                                                                                                                                              | 3.6, Folder 3 |

## **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 Managed Workplace IT Services (Services). The type of Services to be included consist primarily of Technical Service Desk Support, Technical Operations Center, and Identity and Access Management. The Services are more fully described in Section 2 of this ITN.

Citizens recognizes the synergy and value of having one vendor provide all three services. Citizens intends to award a contract (Contract) to one or multiple Vendors to ensure adequate support and scalability for Citizens' needs. Vendors must propose to provide Services for at least one of the Critical Capabilities listed above for potential award. Vendors may propose to service more than one of the Critical Capabilities. The determination of how many Vendors will receive an award, as well as pricing and other contractual terms and conditions, will be discussed and incorporated during the negotiation phase of this ITN and contract finalization.

Assignments of work will be made on a case-by-case basis, as the need arises, and based on considerations in effect at that time. Citizens cannot guarantee how many assignments or volume of work, if any, will be made to a 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 or more Vendors to provide the best value to Citizens based on several factors, including (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this ITN.

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

- A. What specific services and deliverables are appropriate to achieve the goals of this ITN?
- B. What types of automation can Vendors offer that are in the best interest for Citizens?
- C. What staffing models Vendors offer that will provide Citizens with flexibility to expand or scale-up staffing, when needed (i.e., catastrophic events, IA onboarding, etc.)?
- D. How can Citizens best ensure that Services are reliable and meet agreed upon expectations?
- E. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?
- F. What performance guarantees and/or quality review processes can Vendors offer to provide greater accountability?
- G. What value-added propositions can Vendors offer that are in the best interest of Citizens?

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

Facts Being Sought: The facts being sought in this ITN are identified primarily in Attachment D, Part II, 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 all 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 initial 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       | EVENT                                                                                             |
| January 22, 2021          |            | ITN Released                                                                                      |
| January 27, 2021          | 1:00 PM ET | Pre-Bid Conference (Not Mandatory)                                                                |
| February 3, 2021          | 2:00 PM ET | Questions Due                                                                                     |
| February 10, 2021         |            | Answers Posted                                                                                    |
| February 19, 2021         | 2:30 PM ET | Replies Due                                                                                       |
| March 17, 2021            | 2:00 PM ET | Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations |
| March 18 – April 29, 2021 |            | Vendor Negotiations                                                                               |
|                           |            | Vendor Demonstrations                                                                             |
| April 30, 2021            | 2:00 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: (904) 490-0703**  
**Access Code: 955631792#**

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

- 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.

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## SECTION 2 - SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens' Information Technology (IT) department currently provides IT service desk, technical support, and identity and access management services to its approximately one thousand and eighty-four (1,084) internal customers utilizing a mix of Citizens employees, staff augmentation, and vendor-provided capabilities (as more fully described below). Predominately, these internal customers are located in the Florida metropolitan areas of Jacksonville (819), Tallahassee (133), and Tampa (4). Citizens is in process of deploying a distributed workforce model. In this model, three categories of workforce will be supported: field staff (approximately 84), on-site staff (number to TBD, however, anticipating <20% of total staff), and the rest of staff will be distributed workforce working remotely. These customers request Services in the following categories or types as follows:
- Technical Service Desk Support
  - Technical Operations Center
  - Identity and Access Management

In terms of historical usage for Services, the number of requests for Services from customers within Citizens for the years 2018, 2019, and 2020 to current is set forth in the chart below:

| Description of Service                       | 2018  | 2019         |           | 2020 to Current |
|----------------------------------------------|-------|--------------|-----------|-----------------|
|                                              |       | Service Desk | myService |                 |
| Technical Service Desk Support:              |       |              |           |                 |
| # of Calls                                   | 8,554 | 14,655       |           | 7,491           |
| # of Phone Tickets                           | 8819  | 3790         | 4,529     | 3,009           |
| # of Desktop Tickets                         | 2722  | 1361         | 1,031     | 602             |
| Technical Operations Center:                 |       |              |           |                 |
| # of Alerts                                  | 2249  | 666          | 1433      | 931             |
| # of Bridge Calls                            | 128   | 28           | 57        | 72              |
| # of Communications                          | 10    | 36           | 42        | 80              |
| # of Tickets                                 | 2593  | 673          | 736       | 1,046           |
| Identity and Access Management:              |       |              |           |                 |
| # of Requests                                | 1385  | 325          | 7,229     | 5,423           |
| # of Security Groups and Distribution Groups | 52    | 22           | 388       | 308             |
| # of Compliance Checks                       | 33    | 18           | 80        | 120             |

The foregoing volumes are annualized; however, Citizens has experienced and will continue to experience significant increases in demand associated with Citizens' response to catastrophes such as hurricanes (the Atlantic hurricane season runs from June 1<sup>st</sup> to November 30<sup>th</sup>). As part of catastrophe response Citizens anticipates onboarding Independent Adjusters (IA) to respond to insurance claims. The number of IAs needed will vary based on the impact of the catastrophe.

Vendor-provided capabilities utilized as a part of providing the current services include ServiceNow (branded "myService" for Citizens' internal business use).

While services provided by Citizens IT department have been satisfactory in nature, Citizens now seeks Replies through this ITN to identify potential managed workplace services (the "Services")

that will enable Citizens to achieve a high level of customer experience, leverage intelligent automation support channels (such as bots), improve analytics, enhance scalability, and ensure security compliance—all in a cost-effective manner. The Services shall include the following types (“Critical Capabilities”):

- Technical Service Desk Support
- Technical Operations Center
- Identity and Access Management

Each Critical Capability is more fully described in Section 2.3 below. Vendors must propose to provide Services for at least one of the Critical Capabilities listed above for potential award. Vendors may propose to service more than one of the Critical Capabilities.

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

- A. Through **Attachment A, Vendor Certification 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 A**.
- B. Through **Attachment B, 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 B** and other available information.
- C. Through **Attachment C, 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 C**.
- D. Through Part I of **Attachment D, Minimum Requirements**, 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**.

**2.3 DESCRIPTION OF SERVICES:** The description of Services includes important information regarding each Critical Capability. Before describing each Critical Capability, this section begins with an Incident Priority Table which defines terms and may be referenced within the Description of Services for a particular Critical Capability.

This section is next ordered by the three Critical Capabilities (Technical Service Desk Support, Technical Operations Center, and Identity and Access Management), with Exhibit 1 providing anticipated service level requirements for each Critical Capability. Immediately following the Critical

Capability subsections is a subsection that generally applies across each of the Critical Capabilities.

**Citizens expects that the Vendor will meet or exceed the expectations identified for each Critical Capability area the Vendor is submitting a Reply.**

Services are expected to be delivered by Vendors responding to this ITN. Any exceptions or limitations should be clearly identified in the Reply. Additionally, any fourth parties (for example, subcontractors of a Vendor or a licensor to a Vendor) that would be utilized by a Vendor to provide any part of the Services that would be performed by such fourth party.

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 considered during the evaluation process and may be the subject of negotiations.

**2.3.1 Incident Priority Table.** The following Incident Priority table represents incident priority and severity levels that may be referenced within a Critical Capability.

| Incident Priority |                          |                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Severity (Sev)                                                                           |                                                                              |                                                                              |
|-------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                   |                          |                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3 - Low                                                                                  | 2 - Medium                                                                   | 1 - High                                                                     |
|                   |                          | Business Applications System<br><br>Services                                                                      | Technology- Infrastructure System -HW/SW<br><br>Services                                                                                                                                                                                                                                                                                                                                                                                                                                         | Issue prevents the user(s) from performing a non-time sensitive portion of their duties. | Issue prevents the user(s) from performing critical time sensitive functions | Complete System/Service or major portion of a service is unavailable/failure |
| Impact            | 3 -Normal/Minor (Low)    | Does have a workaround<br><br>OR<br><br>Is an Inquiry/Support item                                                | •Partial, non-critical loss of functionality of the software.<br><br>•System/Service available with impaired operations of some components.<br><br>•Routine technical Issue.<br>• Short-term/Acceptable workaround is available, but not scalable.                                                                                                                                                                                                                                               | 3 - Low                                                                                  | 3 - Low                                                                      | 2 - Medium                                                                   |
|                   | 2 - Significant (Medium) | Has significant business risk; DOES have a workaround<br><br>OR<br><br>Does NOT have a workaround                 | • Major System-Services functionality is impacted, or significant performance degradation is experienced. The situation is causing a high impact to portions of business operations and no reasonable workaround exists<br>• Service is operational but highly degraded performance to the point of major impact on usage.<br>•Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.<br>•A temporary workaround is available/acceptable. | 2 - Medium                                                                               | 2 - Medium                                                                   | 1 - High                                                                     |
|                   | 1 -Critical (High)       | Business Application service(s) is unavailable.<br><br>Has significant business risk; does NOT have a workaround. | • Production server or other mission critical system(s) are down, and no workaround is immediately available.<br>• Service is down or unavailable.<br><br>• Data corrupted or lost and must restore from backup.<br>• Business operations have been severely disrupted.                                                                                                                                                                                                                          | 1 - High                                                                                 | 1 - High                                                                     | 1 - High                                                                     |

**2.3.2 Technical Service Desk Support.** For this Critical Capability, the following table describes the general roles and responsibilities which comprise the Services.

| # | General role and responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>Single point of contact and coordination of incidents reported</p> <ul style="list-style-type: none"> <li>• Provide skilled level 1 assistance on all Services</li> <li>• Provide Self-service or level 0 support</li> <li>• Omni channel support: email, chat (including bot), phone and myService</li> <li>• Provide password reset support through Level 1 service desk</li> <li>• Provide white glove support for VIP Service for incident and desktop support 24x7</li> <li>• Follow up with customers to validate closure of incidents</li> <li>• Manage and report on incident resolution, problem resolution and close out process</li> <li>• Log and redirect out-of-scope incidents, problems, and Service requests (for example, support for an application that Citizens will continue to resource internally)</li> <li>• Provide escalation contact list(s) for Citizens and other relevant contacts</li> </ul> |
| 2 | <p>Personnel Requirements</p> <ul style="list-style-type: none"> <li>▪ Provide Service Desk agents that are proficient in English, and that are appropriately trained to meet Citizens' requirements</li> <li>▪ Perform operational planning for Service Desk capacity and performance purposes (e.g., capacity-based resource planning)</li> <li>▪ Provide additional resources as needed during planned events and unplanned critical events (e.g., new services startup, extended outages)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3 | <p>Communications</p> <ul style="list-style-type: none"> <li>• Issue broadcasts or other notices to provide status updates as required for planned and unplanned events, including establishing and maintaining an as-needed banner message on Citizens' Internal Website and Teams Channels which updates end users on known system or network outages, or other Citizens emergency situations</li> <li>• Voice response unit updates provided when outages or maintenance windows are happening</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4 | <p>On-Site and Desktop Support</p> <ul style="list-style-type: none"> <li>• Provide persona-based service and establish persona-based service levels <ul style="list-style-type: none"> <li>○ VIP</li> <li>○ Remote Workforce</li> <li>○ Onsite Workforce</li> <li>○ Catastrophe Support Workforce</li> <li>○ Field Support</li> </ul> </li> <li>• Aid with training room setup in Jacksonville and Tallahassee locations</li> <li>• Provide digital lockers / kiosks or tech café for desktop hardware equipment</li> <li>• Provide support for desktop refreshes and project rollouts that impact the Service Desk capabilities</li> </ul>                                                                                                                                                                                                                                                                                    |
| 5 | <p>Automation requirements</p> <ul style="list-style-type: none"> <li>• Provide alternative support models</li> <li>• Proactively identify opportunities for improvement through automation</li> <li>• Identify and report on trends in Service Requests, incidents, and problems, and identify those that could be addressed through Service Desk improvements (e.g., training, self-service tools)</li> <li>• Bring recommendations backed by cost benefit analysis to Citizens leadership for approval</li> <li>• Implement automation after getting approvals from Citizens</li> <li>• Demonstrate the benefit realization through metrics and dashboards</li> </ul>                                                                                                                                                                                                                                                        |
| 6 | <p>Process Maturity Requirement</p> <ul style="list-style-type: none"> <li>• Perform routine retrospectives to identify opportunities for process maturity and evolution. Bring recommendations back by cost benefit analysis to Citizens leadership for approval</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7 | <p>Reporting and Dashboards</p> <ul style="list-style-type: none"> <li>• Real time dashboards to show the following: <ul style="list-style-type: none"> <li>○ Call Metrics <ul style="list-style-type: none"> <li>▪ Incoming Calls</li> <li>▪ Abandoned Calls</li> <li>▪ Talk Time</li> </ul> </li> <li>○ Managed Workplace numbers</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>○ Ticket Metrics <ul style="list-style-type: none"> <li>▪ Establish and track real time service requests and incident dashboards at different levels of granularity</li> <li>▪ Break down ticket influx by channel (calls, myService, chat, email, etc.) Share trends and patterns.</li> <li>▪ Show top-5 reasons for incidents and requests</li> <li>▪ Proactively report trends and patterns observed with suggestions to pre-empt incidents or tickets</li> </ul> </li> <li>• Create a dashboard that shows cost-to-value for Service Desk. Meet with Citizens IT leadership routinely (once a month) to review the dashboard that shows money spent vs value, accomplishments, etc.</li> <li>• Develop and execute procedures (e.g., email surveys, phone surveys) for conducting end user satisfactions surveys in accordance with established Service Level Requirements and review and approval from Citizens</li> </ul> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**2.3.3 Technical Operations Center.** For this Critical Capability, the following table describes the general roles and responsibilities which comprise the Services. Citizens expects Vendor to provide 24x7x365 supervision, monitoring, and management of the network, servers, databases, firewalls, devices, and related external services. Also, Vendor should provide the bridge between IT and customer experience through the correlation of network signals into meaningful interpretations of service quality.

| # | General role and responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>Environment Monitoring and Notification</p> <ul style="list-style-type: none"> <li>• 24x7x365 - Centralized monitoring and notification for Citizens' environment Production and test (Network, Router and Switches, Firewalls, VPN Tunnels, databases, batch cycles, hardware, Telecommunications, applications, websites, Data Center including Power and Facility, etc.)</li> <li>• Provide support and troubleshooting for Tier 1 Incidents</li> <li>• Escalation – the ability to escalate Sev 1, 2, and 3 incidents within the Citizens' ServiceNow Implementation</li> <li>• Onboarding new applications and systems into the overall monitoring</li> </ul>         |
| 2 | <p>Application and System Support</p> <ul style="list-style-type: none"> <li>• Validate and report on daily system uptime and escalate when systems are not available</li> <li>• Assist with validation during patching and release cycles</li> <li>• Bring recommendations backed by cost benefit analysis to Citizens leadership for approval</li> </ul>                                                                                                                                                                                                                                                                                                                    |
| 3 | <p>Call Bridge Initiation for the following and limited to:</p> <ul style="list-style-type: none"> <li>• Escalated Sev 1, 2 and 3</li> <li>• Patching and Releases</li> <li>• Catastrophes</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4 | <p>Communications of Incidents</p> <ul style="list-style-type: none"> <li>• Issue broadcasts or other notices to provide status updates as required for planned and unplanned events</li> <li>• Automate notification channels</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5 | <p>Automation and Process Maturity requirements</p> <ul style="list-style-type: none"> <li>• Provide alternative support models</li> <li>• Proactively identify opportunities for improvement through automation</li> <li>• Perform routine retrospectives to identify opportunity for process and maturity and evaluation.</li> <li>• Bring recommendations backed by cost benefit analysis to Citizens leadership for approval. With a 25% efficiency year over year. To provide a self-healing environment.</li> <li>• Implement automation after getting approvals from Citizens</li> <li>• Demonstrate the benefit realization through metrics and dashboards</li> </ul> |
| 6 | <p>Reporting and Dashboards</p> <ul style="list-style-type: none"> <li>• Real Time dashboards to show the status of Citizens' environments</li> <li>• Real time dashboards that show cost-to-value for technical operations center</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**2.3.4. Identity and Access Management.** For this Critical Capability, the following table describes the general roles and responsibilities which comprise the Services. Citizens expects Vendor to provide end user administration services are those Level 1 Service Desk activities with managing and coordinating account activation, termination, changes, and expiration, and the management of end user resources.

| # | General role and responsibility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Identity Administration Requirements. <ul style="list-style-type: none"> <li>Fulfill identity and access requests submitted and approved through myService</li> <li>Perform Password Resets as required, in accordance with the Citizens security policies</li> <li>Immediate notification of access or breach of systems.</li> <li>Perform analysis on any incidents related to the fulfillment of identity and access requests</li> <li>Aid with any cleanup efforts in the Identify Administration area</li> </ul> |
| 2 | Identity Compliance <ul style="list-style-type: none"> <li>Perform weekly access compliance checks for 1 system</li> <li>Perform monthly access compliance checks for 7 systems</li> <li>Perform quarterly access compliance checks for 29 systems</li> <li>Perform Bi-Annual access compliance checks for 36 systems</li> <li>Perform Annual access compliance checks for 17 applications</li> </ul>                                                                                                                 |
| 3 | Automation requirements <ul style="list-style-type: none"> <li>Recommend automation opportunity with justification and cost benefit analysis</li> <li>Implement automation after getting approvals from Citizens</li> <li>Demonstrate the benefit realization through metrics and dashboards</li> </ul>                                                                                                                                                                                                               |
| 4 | Metrics and Dashboard <ul style="list-style-type: none"> <li>Develop real time dashboard that show cost-to-value for the group</li> </ul>                                                                                                                                                                                                                                                                                                                                                                             |
| 5 | Leadership Reviews <ul style="list-style-type: none"> <li>Review metrics, dashboards, finances with Citizens IT Leadership on a regular cadence.</li> </ul>                                                                                                                                                                                                                                                                                                                                                           |

**2.3.5. All Critical Capabilities.** For all three Critical Capabilities, the following table describes the general roles and responsibilities which comprise the Services.

| #  | General role and responsibility                                                                                                                                                                                         |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Provide initial knowledge transfer and updates to Vendor including documentation to Vendor on business functions and features for all supported environments                                                            |
| 2  | Participate in all Citizens Audit Requests and Remediations                                                                                                                                                             |
| 3  | Utilize Citizens' Service Now Implementation <ul style="list-style-type: none"> <li>Incident, Problem, Requests, and change</li> <li>Support and test upgrades and enhancements to ServiceNow Implementation</li> </ul> |
| 4  | Intelligent automation services - Implemented through, but not limited to, bots and machine learning applications that automate the most common user requests and issues                                                |
| 5  | Deliver an integrated environment that leverages embedded predictive and prescriptive analytics                                                                                                                         |
| 6  | Knowledge management through real-time analytics                                                                                                                                                                        |
| 7  | Support for cloud-based apps                                                                                                                                                                                            |
| 8  | Provide an Information Technology Instructure Library (ITIL) compliant for all Incident, Problem Resolution, Requests, and end-to-end Processes                                                                         |
| 9  | Provide Daily, Weekly, Monthly, Yearly, and ad-hoc reporting for incident, problem, and requests                                                                                                                        |
| 10 | Immediate notification of security breaches and access                                                                                                                                                                  |
| 11 | Develop, document, and maintain the Policies, Standards and Procedures Manual Service Desk operational procedures for each of the Services                                                                              |
| 12 | Create and maintain Knowledge Based Articles                                                                                                                                                                            |

**2.4 CONTRACTUAL TERMS AND CONDITIONS:** Citizens anticipates negotiating contractual terms and conditions that are substantially as set forth in **Attachment F, Citizens' Terms and Conditions**. Modifications may be proposed and negotiated to account for standards within the

industry, specific attributes of Vendor, or any specific attributes of a Reply. Please note that Vendors are not required to submit proposed edits to Citizens' Terms and Conditions until the negotiations phase of this ITN. 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 Florida [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.**

Vendors are encouraged to cite the solicitation section number(s) or attachment to which the question pertains.

- 3.2 CHANGES TO SOLICITATION:** If any changes are made to this ITN, such changes will be formally noted through an amendment or addendum posted on Citizens' website, which is located at <https://www.citizensfla.com/solicitations>. It is each Vendor's obligation to monitor Citizens' website to review amendments or addendums.

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

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

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Reply or written communication with only protected portions redacted; and
- C. Submit a 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 email address listed in Section 3.5.A below on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this ITN in the subject line of its email as follows:

**ITN No. 21-0003, Managed Workplace IT Services**

- 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.

Citizens is under no obligation to look for responsive information that is not organized according to these instructions.

It is Vendor's responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what a Vendor's capabilities are or what items/services it can provide, even if the Vendor has previously contracted with Citizens. Replies are evaluated on the information and materials provided in the Reply. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Replies.

Vendors must clearly identify any attempt to use the background, experience or qualifications of a parent company, a predecessor company or an affiliated company as part of its Reply. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Reply. If the other company's information is considered necessary for the evaluation of a Reply, Citizens may require the other company to guarantee the performance or obligations of Vendor.

- A. Original Reply: Submit Replies via email addressed to [citizens.purchasing@citizensfla.com](mailto:citizens.purchasing@citizensfla.com) with the subject line 21-0003, Managed Workplace IT Services. Vendors should receive an acknowledgement message within one business day of submitting their Reply via email. Vendors who do not receive such acknowledgement should immediately contact the Procurement Officer to confirm whether their Reply has been received. Citizens is not obligated to extend the Reply due date/time to allow for email transmission delay errors.

Citizens is unable to receive a Reply via email if the material is provided using compressed (e.g., .zip) or encrypted files, or if the total size of the email and attachments(s) is 10 megabytes (MB) or greater. Vendors may divide their Reply submission into multiple emails, as needed to meet the file size requirements.

- B. Redacted Copy of Reply (if applicable): In addition to the original Reply required in Section A. above, Vendor should submit a separate email with their Reply containing a full "Redacted" electronic version of their Reply in accordance with Section 3.3, above. This email should be labeled "**Redacted Reply**" and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the Redacted Reply, submit a 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. To be eligible for award, Vendors are to submit the following (collectively, the Reply):

| VENDOR REPLY                                                 |                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM                                                         | DESCRIPTION                                                                                                                                                                                                                                       |
| 1. Attachment A, Vendor Certification Form                   | These documents will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential contract award. These documents will <u>not</u> be used in the scoring of Proposals. |
| 2. Attachment B, Responsible Vendor Review Form              |                                                                                                                                                                                                                                                   |
| 3. Financial Documents (as requested in Attachment C)        |                                                                                                                                                                                                                                                   |
| 4. Attachment D, Minimum Requirements & Vendor Questionnaire | These documents will provide Citizens with specific information about Vendor's proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Proposals.                                                                  |
| 5. Attachment E, Price Sheet                                 |                                                                                                                                                                                                                                                   |

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

- 3.7 EVALUATION PROCESS:** Replies will be provided to the evaluation committee members for individual review using the allocation of points indicated below. Prior to or concurrent with evaluation committee member review, Citizens will review all Replies to determine whether the minimum qualifications and other requirements are met. Replies that do not comply will be disqualified from further consideration. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Replies.

| ATTACHMENT    | EVALUATION CRITERIA  |                                                          | MAXIMUM POINTS |
|---------------|----------------------|----------------------------------------------------------|----------------|
| D, Part II    | Vendor Questionnaire | Company Overview and Prior Relevant Experience           | 10             |
|               |                      | Description of Critical Capability Services              | 25             |
|               |                      | Staffing Plan                                            | 25             |
|               |                      | Implementation, Account Management, and Support Services | 20             |
|               |                      | Additional Value-Added Products and Services             | 10             |
| E             | Pricing              | Technical Service Desk Support                           | 4              |
|               |                      | Technical Operations Center                              | 3              |
|               |                      | Identity and Access Teams                                | 3              |
| Total Points: |                      |                                                          | 100            |

Pricing Score. The following formulas, taking into account the synergy of a Vendor providing more than one Critical Capability, will be used to award points for Pricing:

1. Technical Service Desk Support Price. The lowest proposed price per each user / per month for the Technical Service Desk Support Critical Capability from all responsive Vendors will be awarded 4 points and henceforth be known as Lowest Technical Service Desk Support Price ("LTSDSP"). Replies of other Vendors will be scored using the following formula: LTSDSP divided by the Reply Technical Service Desk Support Price ("TSDSP") being considered times maximum points of 4.

Formula:  $(LTSDSP / TSDSP) \times 4 = \text{Technical Service Desk Support Pricing Score}$

2. Technical Operations Center. The lowest proposed price per each user / per month for the Technical Operations Center Critical Capability from all responsive Vendors will be awarded 3 points and henceforth be known as Lowest Technical Operations Center Price ("LTOCP"). Replies of other Vendors will be scored using the following formula: LTOCP divided by the Reply Technical Operations Center Price ("TOCP") being considered times maximum points of 3.

Formula:  $(LTOCP / TOCP) \times 3 = \text{Technical Operations Center Pricing Score}$

3. Identity and Access Teams. The lowest proposed price per each user / per month for the Identity and Access Teams Critical Capability from all responsive Vendors will be awarded 3 points and henceforth be known as Lowest Identity and Access Teams Price ("LIATP"). Replies of other Vendors will be scored using the following formula: LIATP divided by the Reply Identity and Access Teams Price ("IATP") being considered times maximum points of 3.

Formula:  $(LIATP / IATP) \times 3 = \text{Identity and Access Teams Pricing Score}$

All Critical Capabilities. If a Vendor's Reply does not include a particular Critical Capability, or bid no cost (\$0.00), the Vendor will receive 0 pricing points for that Critical Capability. Additionally, if for any reason Citizens is unable to determine Vendor's proposed pricing for a Critical Capability, Citizens will award 0 pricing points to the Vendor for that Critical Capability.

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the Pricing score to determine the initial ranking of Vendors. In a public meeting, the evaluation committee will review the scores and establish a competitive range of Replies reasonably susceptible 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 / demonstration, as specified in Section 1.9 Calendar of Events and may be required to

provide references, an opportunity for a site visit, etc. Any written summary of presentations or demonstrations provided by Vendor should include a list of persons attending on behalf of Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of Vendor's Reply. Failure to provide requested information may result in rejection of the Reply.

- C. 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 without notice, and Citizens may elect not to issue a written request for a Best and Final Offer (BAFO) to a Vendor with whom negotiations have ceased. At the conclusion of negotiations, Citizens may issue a written request 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, workmanship, prior relevant experience, and demonstrated ability of the Vendor to effectively provide the Services and/or meet the goals of this ITN;
- B. Vendor's ability to provide quality and timely Services to Citizens during the term of the Contract;
- C. The price and terms of payment for the Services;
- D. Vendor's ability to provide Services throughout the State of Florida in both a catastrophe and non-catastrophe environments;
- E. The reasonableness of the contractual terms, including service level agreements; 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 that includes terms and conditions substantially as set forth within **Attachment F, Citizens' Terms and Conditions**. See *Section 2.4 above*. Citizens' expectation is that the terms and conditions within Attachment F will be closely adhered to. The final Contract will also include all of the terms and conditions agreed to during negotiations. Any request to change contract terms in Attachment F are allowed to be submitted to the Procurement Officer during the open questions period for this ITN. Over the term of the contract, Citizens may amend for logical follow-on work within the general scope.

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](mailto:Agency.Clerk@citizensfla.com)

### 4.2 **COSTS OF PREPARING REPLIES:** Citizens is not liable for any costs incurred by Vendor in replying to this ITN, including costs for materials, meetings and/or travel, if applicable.

### 4.3 **USE OF REPLIES:** Other than Vendor's intellectual property, all Replies become the property of Citizens and will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.

- 4.4 WITHDRAWAL OF A REPLY:** All Replies submitted by Vendor, including a BAFO, will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Reply that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Reply may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Reply Due Date.
- 4.5 MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Reply if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Reply Due Date, to submit documents that were inadvertently omitted from a Reply or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Reply not submitted in the manner specified by the ITN.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 SUBSEQUENT NEGOTIATIONS AND AWARDS:** If a Contract cannot be reached with the intended awardee, or if a Contract is terminated for cause by Citizens or terminated without cause by a Vendor, Citizens reserves the right to 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.
- 4.10 ENTIRE SOLICITATION:** This ITN shall constitute the entire understanding of the parties with respect to the solicitation of the Services hereunder. No decisions or actions shall be initiated or executed by Vendor as a result of any verbal discussions with a Citizens employee. Only written communications from authorized Citizens staff will be considered as authorized on behalf of Citizens.

**END OF DOCUMENT**