



**INVITATION TO NEGOTIATE No. 21-0017  
FOR  
UNIFIED COMMUNICATIONS AS A SERVICE  
AND  
CONTACT CENTER AS A SERVICE**

**REPLY DUE DATE: October 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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## REPLY CHECKLIST

The following checklist identifies the <b>mandatory</b> documents that must be included in a Reply. Failure to complete and provide any of these mandatory documents <b>shall result in disqualification</b> 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 <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
<input type="checkbox"/>	Financial Documents (as requested in Attachment B)	
<input type="checkbox"/>	Current IRS W-9 or W-8 Form (as requested in Attachment B)	
<input type="checkbox"/>	Attachment C, UCaaS Vendor Questionnaire	
<input type="checkbox"/>	Attachment D, CCaaS Vendor Questionnaire	
<input type="checkbox"/>	Attachment E, Solution Feature Workbook	
<input type="checkbox"/>	Attachment F, Price Sheet	

## 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 Unified Communications as a Service (**UCaaS**) and Contact Center as a Service (**CCaaS**) solutions. Citizens is interested in obtaining these services to improve and modernize its communication and call center systems. Each Vendor Reply must include the following components:

- Products. Vendors must offer to provide either UCaaS, CCaaS, or both. Replies for UCaaS and CCaaS will be evaluated and scored separately. A Vendor's score for one product will not affect its score for the other product. Although Citizens may prefer one vendor to provide both products, Citizens may choose to award contracts to separate vendors who are "best in class." The desired UCaaS and CCaaS product functionalities and features are more fully described in Section 2.3 of this ITN.
- Implementation and Support Services. Vendors must also provide implementation and support services (either directly or through a third-party provider).

The process for evaluating and selecting Vendor(s) is more fully described in Section 3 of this ITN.

A Vendor may not submit more than one Reply to this ITN. However, during the negotiations phase, a Vendor may propose alternative solutions as Citizens' interests and needs become more detailed.

**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 (1) or two (2) 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) contract terms and pricing for each of 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 products and services are appropriate to achieve the goals of this ITN?
- B. Will a single or multiple award best meet Citizens needs as outlined in this ITN?
- C. How can Citizens best ensure that services are performed in a reliable, agreed upon manner?
- D. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?
- E. What service levels and/or performance guarantees can Vendors offer to provide greater accountability?
- F. What additional value-added services can Vendors offer that are in the best interest of Citizens?

- G. What pricing model is best suited for Citizens' needs?
- H. What contract terms and conditions are customary and appropriate?
- I. Which Vendor ultimately provides the best value for Citizens?

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

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

- A. **Contact Center as a Service (CCaaS)** – means a cloud-based software solution used for internal and external call centers to provide better customer experiences and increase operational efficiencies.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- D. **Implementation and Support Services** – means all of the services provided in connection with implementing and supporting the proposed UCaaS and CCaaS products.
- E. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- F. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- G. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- H. **Services** – means all the activities of Vendor(s) which are collectively necessary to provide the products, implementation services, and ongoing support to Citizens pursuant to this ITN.
- I. **Unified Communications as a Service (UCaaS)** – means a cloud-based software solution that unifies and manages multiple enterprise communication functions to provide better employee experiences and increase operational efficiencies.
- J. **Users** – means internal, remote, and temporary workers
- K. **Vendor(s)** – means an entity(ies) 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 five (5) years. The contract may be renewed for a three (3) year renewal term, followed by a two (2) year renewal term. The initial contract term and 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
September 2, 2021		ITN Released
September 14, 2021	11:00 AM ET	Pre-Response Conference (Not Mandatory)
September 17, 2021	2:00 PM ET	Questions Due
October 4, 2021		Answers Posted
October 19, 2021	2:30 PM ET	Replies Due
November 17, 2021	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations
November 18, 2021 – January 31, 2022		Vendor Negotiations, including Vendor demonstrations
February 1, 2022	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: 859452663#**

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:** As of July 31, 2021, Citizens serves 661,150 property insurance customers in the State of Florida and Citizens is expected to grow significantly over the next several years. Citizens has approximately one thousand (1,000) full-time employees (primarily in Jacksonville and Tallahassee). Citizens recently deployed a distributed workforce model in which approximately 80% of staff are working remotely.

In addition, Citizens brings on large numbers of temporary workers (independent adjusters, desk adjusters, call center representatives and contingent staff), to aid in response to catastrophic events such as hurricanes (the hurricane season runs from June 1<sup>st</sup> to November 30<sup>th</sup>). Depending on the size of the catastrophic event, the number of temporary workers can range from one hundred (100) to two thousand (2,000).

### A. **Current Communication Systems and Volumes.**

- Siemens HiPath 4000 on-premises, IP-based voice solution. There are approximately 2,150 Users with additional licenses that are allocated based on seasonal, catastrophic events. Citizens is unable to upgrade the HiPath solution due to incompatibilities with other applications due to the age of its infrastructure. It is Citizens' intent to migrate from the HiPath solution to a cloud-based, UCaaS solution with the capabilities listed in Section 2.3.

The table below provides Citizens' approximate HiPath 4000 user license counts as of July 2021:

Description	Qty
Standard	1300
Extension Only	30
Voicemail Only	650
Advanced	200
Operator	5
Analytics/Reporting	20
<b>Total</b>	<b>2,205</b>

- Microsoft Teams. Citizens uses Microsoft Teams as its collaboration solution and will continue to do so, even after the implementation of a new UCaaS solution.
- Communication Volumes. The table below provides Citizens' monthly communication volumes in total talk time for the past twelve (12) months:

Month	Minutes
August 2020	1,114,273
September 2020	1,080,010
October 2020	947,846
November 2020	521,611
December 2020	977,090
January 2021	1,190,554
February 2021	1,326,208



March 2021	1,620,903
April 2021	1,630,818
May 2021	1,925,780
June 2021	2,082,868
July 2021	2,188,490

**B. Current Contact Center Systems and Volumes.**

- Internal Contact Center. Citizens has one (1) internal contact center based in Jacksonville, Florida (with employees working on-site and remotely). The contact center uses the following applications:
  - OpenScape v9r2 on-premises contact center solution.
  - Inference IVR solution for intelligent call routing (cloud based).
  - An internally built application (named “QCenter”) to support its quality management program for one hundred and fifty (150) internal users and expansion to external vendor partners for task and phone-based translation. QCenter uses a Microsoft Access front end application with a SQL server backend. *Citizens has issued a separate solicitation for a replacement quality management system. [Vendors responding to this ITN are encouraged to propose a quality management system as an additional value-added feature in its Reply.]*
  - Virtual Observer for quality management purposes (call recording).
  - NICE IEX for Workforce Management. OpenScape and NICE IEX are not currently integrated. There are approximately six hundred and twenty-five (625) users of NICE IEX with additional licenses that are allocated based on seasonal, catastrophic events.
  - Other contact center channels:
    - outbound dialing (from internal contact centers)
    - email (minimal)
    - web-chat for policyholders and appointed insurance agents using the Guidewire Insurance Platform (recently launched, volumes are minimal at this time)

<b>Current Internal User License Counts</b>	
<b>Description</b>	<b>Qty</b>
Voice-Channel Only Agent – full-time employees	130
Omni-Channel Agent – full-time employees	160
Contact Center Supervisors	55
Contact Center Administrators	5
Quality Management and Analytics Administrators	27
Workforce Management Administrators	8
<b>Total</b>	<b>383</b>

- External Contact Centers. The external contact centers are operated by six (6) US-based vendors (MacNeill Group, Xceedance, Mass Markets, Etech Global Services, Cognosante, Hexaware Technologies, and Gatestone & Co. International), who use a variety of systems. Incoming call routing decisions are determined by the Inference IVR and forwarded out to the appropriate external contact center. Citizens’ business units can adjust the percentage

of inbound calls to be routed to any of the external contact centers. Citizens obtains data downloads on a frequent basis from these vendors and would like to import the data into the CCaaS database for comprehensive reporting purposes.

- Internal & External Contact Center Volumes. The table below provides Citizens' monthly contact center call volumes for the past twelve (12) months:

Call Center	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul
Agency Services	116	101	85	76	74	63	59	16	159	69	59	69
Catastrophe Claims	297	157	161	110	105	84	80	80	112	108	142	143
Citizens Insurance Services	410	528	535	397	377	528	598	592	543	429	589	573
Customer Care Center Internal	24,289	20,185	19,606	19,088	18,808	21,438	29,225	33,825	33,963	29,744	33,273	33,882
Customer Care Center Vendor	29,850	34,090	36,412	31,620	35,455	36,697	39,119	42,313	40,321	40,682	55,342	54,402
HR Benefits	116	109	67	127	97	109	55	7	156	60	69	131
Employee Hotline	10	35	3	12	7	24	15	1	17	6	10	9
TSC (ITS Help Desk)	1,011	954	976	704	907	883	946	979	973	924	923	1,054
Underwriting Personal Lines (Internal)	1,960	2,105	1,988	2,014	1,844	1,979	2,093	2,663	2,104	1,911	2,158	2,373
Underwriting Personal Lines (Vendor/External)	8,588	7,834	8,434	6,647	7,454	8,055	10,568	12,511	13,661	13,478	18,433	19,558
Underwriting Commercial Lines	197	199	180	152	142	151	145	263	342	324	284	287
<b>Total</b>	<b>66,844</b>	<b>66,297</b>	<b>68,447</b>	<b>60,947</b>	<b>65,270</b>	<b>70,011</b>	<b>82,903</b>	<b>93,250</b>	<b>92,351</b>	<b>87,735</b>	<b>111,282</b>	<b>112,481</b>

\*External vendor routed call volumes are processed via Citizens' IVR and transferred to third party vendors through the IVR's percentage-based call allocator.

- In the event of a catastrophic event, call volumes could double, triple, or quadruple overnight.
- Direct Inward Dialing and Toll-Free Numbers. Below is a count of the Direct Inward Dialing (DID) and Toll-Free Numbers expected to flow through the UCaaS solution:

Location	DID	Toll Free
Jacksonville	2101	22
Tallahassee	1420	0
Winter Haven	3	0
Inference IVR	0	0
<b>Totals</b>	<b>3524</b>	<b>22</b>

**2.2 MINIMUM QUALIFICATIONS:** The minimum qualifications for this ITN are represented in three 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:

- 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 the Responsible Vendor Review section of **Attachment A, Vendor Certification 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 A** and other available information.
- C. Through **Attachment B, 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 B**.

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

- 2.3.1.   UCaaS.** For Vendors proposing a UCaaS, the software should include the features listed in Attachment C, Vendor Questionnaire and Attachment E, Solution Feature Workbook (UCaaS tab).
- 2.3.2.   CCaaS.** For Vendors proposing a CCaaS, the software should include the features listed in Attachment D, Vendor Questionnaire and Attachment E: Solution Feature Workbook (CCaaS tab). It is our intent to have a completely integrated solution where contact center data will be automatically uploaded into Work Force Management (WFM) for forecasting purposes. Ultimately, Citizens would also like to import external vendor contact center vendor data into WFM as well. It is most likely that we will not have a direct connection to the external data but will need to develop an external export/internal import solution that runs on a scheduled basis for this to be updated appropriately. Citizens would like near real-time visibility of vendor performance based on this data.
- 2.3.3.   Additional Services and Solutions.** Vendors are encouraged to offer additional services and solutions, such as quality management system, in their Reply to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be the subject of negotiations.

**2.4     CONTRACT TERMS AND CONDITIONS:** Citizens anticipates negotiating contract terms and conditions using (i) the proposed contract Vendor submits during the negotiation phase of this ITN, and (ii) **Attachment G, Citizens Standard Terms and Conditions**. If final contract terms cannot be mutually agreed to, Citizens may withdraw the award and issue an award to the next-ranked Vendor(s).

Vendors may, but are not required to, submit contract terms (or proposed edits to Attachment G, Citizens Standard Terms and Conditions) with their initial Reply. Citizens will request the Vendor to submit both their comments/redlines to Attachment G and documents they anticipate including in the resulting contract within ten (10) business days of Vendor being advanced to the negotiations

phase of this ITN. Any questions concerning this process or particular contract provisions may be raised in either the Pre-Bid Conference, in the Open Question Period during this ITN, or during the negotiation phase.

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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 on the front of its Reply as follows:

**ITN No. 21-0017, UCaaS and CCaaS**

- 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 within the applicable folders. Mandatory documents are identified in Section 3.6 by the specific term "**shall submit**" in bold type. Failure to provide or satisfy any of the mandatory documents **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 folders or that is not organized according to these instructions.

It is Vendor's responsibility to provide complete answers and 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: Vendors may submit Replies via email addressed to [citizens.purchasing@citizensfla.com](mailto:citizens.purchasing@citizensfla.com) with the subject line 21-0017, UCaaS and CCaaS. Vendors who submit their Reply via email should expect to receive an acknowledgement message within one business day. Vendors who do not receive such acknowledgement should immediately contact to 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 delays errors.

Please note that 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 attachment(s) is 10 megabytes (MB) or greater.

- B. Redacted Copy of Reply: In addition to the email 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.

VENDOR REPLY	
ITEM	DESCRIPTION
1. Attachment A, Vendor Certification Form	These documents will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential contract award. These documents will <u>not</u> be used in the scoring of Replies.
2. Financial Documents (as requested in Attachment B)	
3. Current IRS W-9 or W-8 Form (as requested in Attachment B)	
4. Attachment C, UCaaS Vendor Questionnaire	These documents will provide Citizens with specific information about Vendor's proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Replies.
5. Attachment D, CCaaS Vendor Questionnaire	
6. Attachment E, Solution Feature Workbook	
7. Attachment F, Price Sheet	

[NOTE: If Vendor is offering both UCaaS and CCaaS, it should provide both Vendor Questionnaires (Attachments C and D). If Vendor is offering only one of these services, it should only provide the questionnaire for that service (C or D).

Vendors must submit Attachments C and D (to the extent applicable) as separate files.

Additionally, Vendors must complete the tab(s) in Attachments E and F that correspond to the service(s) for which the Vendor is submitting a Reply. For example, a Vendor submitting a Reply to provide UCaaS must complete the "UCaaS" tab in Attachment E and Attachment F. A Vendor submitting a Reply that includes both UCaaS and CCaaS must complete the "UCaaS" and "CCaaS" tabs in Attachment E and Attachment F.]

- 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.

UCaaS and CCaaS			
ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS (each service)
C, D	Vendor Questionnaire	Company Overview and Prior Relevant Experience	5
		Proposed Services	35
		Implementation Services	15
		Support Services	20
		Additional Value-Added Products and Services	5
F	Pricing		20
Total Points:			100

UCaaS Pricing Score. The following formula will be used to award points for UCaaS Pricing. The lowest proposed weighted initial term price, for UCaaS, from all responsive Vendors will be awarded **20** points and henceforth be known as Lowest UCaaS Price (LUP). Replies of other Vendors will be scored using the following formula: LUP divided by the Vendor's UCaaS Price (VUP) being considered times maximum points of **20**.

$$\text{Formula: (LUP / VUP) x 20 = Score}$$

CCaaS Pricing Score. The following formula will be used to award points for CCaaS Pricing. The lowest proposed weighted initial term price, for CCaaS, from all responsive Vendors will be awarded **20** points and henceforth be known as Lowest CCaaS Price (LCP). Replies of other Vendors will be scored using the following formula: LCP divided by the Vendor's CCaaS Price (VCP) being considered times maximum points of **20**.

$$\text{Formula: (LCP / VCP) x 20 = Score}$$

Evaluation Committee Meeting. UCaaS and CCaaS will be evaluated separately. The average scores of the Evaluation Committee for the Vendor Questionnaire (including Solution Feature Workbook) 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 for each service 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. Citizens reserves the right to require attendance by particular representatives of Vendor. 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. 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 Services throughout the State of Florida in both a catastrophe and non-catastrophe environments;
- E. Vendor's ability to provide quality and timely Services to Citizens during the term of the Contract; and
- F. Vendor's ability to track performance and quality assurance metrics.

The negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criteria may vary among negotiation team members. The negotiation team members will not be required to numerically score the Vendors; the team's recommendation for award (i.e., the intent to award) may be made based by a majority vote of the negotiation team members. The negotiation team shall not be bound by the scores of the evaluation committee in making this recommendation.

**3.10 EXECUTION OF CONTRACT:** Vendors receiving an award under this ITN will be expected to sign a Contract that includes terms and conditions substantially as set forth within **Attachment G, Citizens Standard Terms and Conditions**. See *Section 2.4 above*. The Contract will also 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 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**