



**INVITATION TO NEGOTIATE No. 21-0019
FOR
JANITORIAL SERVICES (JACKSONVILLE AND TALLAHASSEE)**

REPLY DUE DATE: December 16, 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 – Financial Certification Form
- Attachment C – Vendor Questionnaire
- Attachment D – Price Sheet
- Attachment E – Draft Contract

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 <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"/>	Attachment C, Vendor Questionnaire	3.6
<input type="checkbox"/>	Attachment D, Price Sheet	3.6

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 janitorial services and supplies for Jacksonville and/or Tallahassee office locations. Respondents must demonstrate, to Citizens' satisfaction, the ability to deliver products and services in accordance with this solicitation and the resulting Contract. These services will include evening janitorial services and Day Porter services. Services include responsibility for all cleaning supplies, equipment, and trained personnel to carry out and meet the specifications and requirements of this solicitation (**Services**). **Vendor(s) are not required to submit proposals for both locations as consideration will be given to award Services by city.** Citizens reserves the right to add or eliminate buildings (or a portion thereof) as needed to align with business operations strategy. The Services are more fully described in Section 2 of this ITN.

1.2 **SPECIFIC GOALS, QUESTIONS AND FACTS:** In accordance with Section 287.057(1)(c), Florida Statutes, Citizens provides the following information:

Specific Goals: The specific goal of this ITN is to identify and engage one (1) Vendor, per location, 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. How can Citizens best ensure that Services are performed in a reliable, agreed upon manner?
- C. How can Citizens best position the Contract to provide scalability while meeting all current needs for the program?
- D. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability?
- E. What additional value propositions can Vendors offer that are in the best interest of the Citizens?
- F. What pricing models and levels are best suited for Citizens' needs?
- G. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- H. Which Vendor ultimately provides the best value for Citizens?

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

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

following meanings:

- A. Business Day – means Monday through Friday, excluding Citizens' Holidays.
- B. Business Hours – means Monday through Friday, 8:00AM ET – 5:00PM ET, excluding Citizens' Holidays.
- C. Citizens - means Citizens Property Insurance Corporation, a State of Florida legislatively created governmental entity governed by subsection 627.351(6), Florida Statutes, and the Plan of Operation adopted, which is available on Citizens' website at www.citizensfla.com.
- D. Citizens' Contract Manager - means Citizens' departmental representative who will be responsible for administering the daily functions of the Contract for Citizens. Citizens may appoint a different employee as Contract Manager, which will not constitute an amendment to the Contract, by sending notice to Vendor(s).
- E. Common Areas – means lease space that Citizens is responsible for cleaning that is shared for common usage (e.g., lobbies, hallways, breakrooms, conference rooms, etc.) not designated or assigned to a specific unit. This space will be specified for Jacksonville at the mandatory on-site Pre-Response Conference, as the building and leased space is unique for the Jacksonville TIAA Bank Center building.
- F. Contract - means the written agreement between Citizens and a Vendor (to which the terms and conditions specified in this solicitation are incorporated) that results from the ITN.
- G. Day Porter – means a member of Vendor Staff assigned to provide Services during a designated time during normal Business Hours.
- H. Environmentally Friendly – means products and services deemed “green” and/or eco-friendly by current business industry standards and practices (also referred to as green products).
- I. Facility Manager – means the Citizens employee(s) who is primarily responsible for the oversight of the Vendor(s) performance of its duties and obligations pursuant to the terms of the Contract. This employee may also serve as Citizens' Contract Manager. Citizens may appoint a different employee as Facility Manager, which will not constitute an amendment to the Contract, by sending notice to the Vendor.
- J. Facilities – means the Facilities Management Business Unit of Citizens Property Insurance Corporation.
- K. Good(s) - means all tangible or movable property or supplies that are purchased or leased in support of the resulting Contract.
- L. IT Spaces – means designated Information Technology (IT) spaces that are excluded from Services (e.g., Main Equipment Room, Telecom Rooms).
- M. Response - means all materials submitted by the Vendor pursuant to the solicitation instructions. Depending on the type of solicitation, these materials may also be referred to as the “bid” or the “proposal”.
- N. Responsiveness Review Period – means the period of time when Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period.
- O. SDS – means Safety Data Sheet.
- P. Vacancy Credit Area – means area of space at one of Citizens' Jacksonville or Tallahassee office locations that is vacant and does not require daily Services. An agreed Vacancy Credit Area will be designated per square foot and will result in a reduction or credit in Vendor's monthly charges. A Vacancy Credit Area is defined and mutually agreed upon between both parties on a monthly basis, or as needed based on occupancy level changes.
- Q. Vendor – means an entity that responds to this solicitation.

R. Vendor Staff - means any of Vendor's employees, agents, subcontractors, or representatives who provide the Services.

- 1.4 **CITIZENS BACKGROUND:** In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6), Florida Statutes, and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens' website: <https://www.citizensfla.com>.
- 1.5 **DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. To this end, it is vital that such businesses participate in Citizens' procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Replies to this ITN.
- 1.6 **TAXES:** Citizens is a governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employee wages.
- 1.7 **CONTRACT TERM:** The Contract term is anticipated to be three (3) years and, at Citizens' discretion, have three (3) optional, one (1) year renewal terms and the anticipated start date is July 1, 2022. The Contract term, and any renewal terms, may be negotiated during the course of this ITN. Under Florida law, renewals may not exceed three (3) years or the original term, whichever is greater.
- 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.

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- 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
November 15, 2021		ITN Released
November 29, 2021	10:00 AM ET	Mandatory On-Site Pre-Response Conference TALLAHASSEE location. Attendees limited to one (1) representative per Vendor. A question-and-answer session will be held immediately following the tour.
November 30, 2021	10:00 AM ET	Mandatory On-Site Pre-Response Conference JACKSONVILLE location. Attendees limited to one (1) representative per Vendor. A question-and-answer session will be held immediately following the tour.
December 1, 2021	5:00 PM ET	Questions Due
December 3, 2021		Answers Posted
December 16, 2021	2:30 PM ET	Replies Due
January 20, 2022	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations
January 21 – February 21, 2022		Vendor Negotiations
February 22, 2022	11:00 AM	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: 459848542 #

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five (5) 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. **Mandatory On-Site Pre-Response Conference:** Although not a public meeting under

Chapter 286, F.S., a Mandatory On-Site Pre-Response Conference will be held to provide Vendors with the opportunity to inspect and tour the buildings where the Services will be provided. All Vendors will be provided pertinent information during the tour and an opportunity to ask questions to clarify any points in the solicitation that may not be fully understood. **Attendance at the Mandatory On-Site Pre-Response Conference is required in order for the Vendor to be eligible to submit a Response for that location. Failure to attend and sign in on the attendance sign-in sheet verifying your attendance will result in disqualification of your Response for that location. Vendors are limited to one (1) representative. Vendors are encouraged to bring a copy of the solicitation with them for use during the question and answer session as copies will not be available at each location.**

A sign-in sheet will be made available at each site for Vendor(s) to sign in at the beginning of the site visit and sign out at the end of each site visit. It is the responsibility of the Vendor(s) to sign-in to provide evidence of attendance. Failure to attend and complete the Mandatory On-Site Pre-Response Conference will disqualify the Vendor(s) from submitting a proposal for that location.

The Mandatory On-Site Pre-Response Conference will be held at the locations identified below on the date and time, as specified on page 7, Calendar of Events. Vendors will meet in the lobby of each location on the designated date/time as identified below.

TALLAHASSEE:
<i>Citizens Centre 1 Building 2101 Maryland Circle Tallahassee, Florida 32303</i>

JACKSONVILLE:
<i>TIAA Bank Center, 3rd Floor Lobby 301 W. Bay Street, Suite 300 Jacksonville, Florida 32202</i>

Each building tour will be followed by a question and answer (Q/A) session in a conference room at each location. The information for the Q/A sessions are listed below:

TALLAHASSEE: Citizens Centre 1
<i>Pre-Response Q&A Session 11:00 AM ET – 12:00 PM ET Training Room 214</i>

JACKSONVILLE: TIAA Bank Center
<i>Pre-Response Q&A Session 11:00 AM ET – 12:00 PM ET TIAA Bank Center Conference Room: TBD</i>

If Vendors have additional team members who would like to participate in the Q&A session, the following audio only teleconference option has been offered. The number is:

Teleconference Number: (904) 490-0703 , Access Code: 459848542 #

Submission of a Response is confirmation that Vendor(s) has familiarized itself with the nature and extent of the Services requested as well as the equipment, materials, supplies and labor required.

- 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' currently contracts with ABM, LLC (ABM) to provide janitorial services for all Citizens' office locations. The current contract with ABM expires at the end of June 2022. Through this competitive solicitation, Citizens is seeking to contract with a Vendor to provide the Services described herein.

Throughout the past two (2) years, Citizens has faced challenges related to COVID-19, including decreasing building space and adding additional cleaning protocols.

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

- A. Through **Attachment 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:** Services as outlined within this solicitation are expected to be delivered by Vendors responding to this ITN. Citizens has a holiday schedule that is subject to change. Services are not expected on days when the building is closed.

Vendors are encouraged to offer additional services, solutions, and suggested cost-saving measures in their Reply to distinguish themselves from other Vendors. These additional services, solutions, and cost-saving opportunities may be taken into account during the evaluation process and may be the subject of negotiations.

Any exceptions to the required Services outlined within this solicitation must be clearly identified in Vendor's Reply.

2.4 **SERVICE LOCATIONS:**

A. **Jacksonville: TIAA Bank Center Building**

- 301 West Bay Street: Approximately 197,733 square feet of space is leased; however, the current square footage expected to be serviced under the contract is approximately 184,442. This number reflects the reduction in storage and IT spaces that are not cleaned/covered under this contract. This building is a 30-story building of which Citizens leases space on the following floors that require cleaning: 3, 12, 13, 15, 16, 17, 18, and 19. These floors are mainly office space with hard offices and modular furniture throughout. During the Contract term, the level of occupancy may vary due to Citizen's response to COVID-19 safety and Citizens' distributed workforce policy. As a result, a vacancy credit could apply.
- This facility is a multi-tenant building, so floors not fully leased by Citizens will have some Common Area space excluded from cleaning (example: 12th floor restroom, elevator, and hallways are out of scope).
- Citizens will provide up to two (2) parking spaces for the designated Day Porter(s) at no cost to Vendor. Vendor Staff supporting the evening Services may park on the street or other public parking available at Vendor's cost, if applicable. Generally, there is no parking fee for street parking after 6:00 PM ET.

B. **Tallahassee: Citizens Centre 1 Building**

- 2101 Maryland Circle: Approximately 48,287 square feet of space is leased; however, the current square footage expected to be serviced under the contract is approximately 47,385. This number reflects a reduction in the storage and IT Spaces that are not cleaned/covered under this contract. This is a four (4) story building of which Citizens has three (3) occupied floors (1, 2, and 3). These occupied floors are primarily office space with hard offices and modular furniture throughout. During the Contract term, the level of occupancy may vary due to Citizen's support of the current COVID-19 response and Citizens' distributed workforce policy. As a result, a vacancy credit could apply.
- Citizens is the sole tenant of this facility, so all Common Areas are included under this contract.

NOTE: *The IT Master Equipment Room(s), storage and some specialty rooms for all locations are excluded from these basic cleaning services. These will be easily identifiable during the on-site tour as well as on the floorplans.*

Citizens reserves the right to add/subtract buildings or square feet as needed at any current or future location. In the event of a catastrophe, Citizens reserves the right to add additional sites and cities to support Citizens' operational needs. If mutually agreed upon by both parties, the new buildings and/or square footage may be added via contract amendment at the fixed square foot price in the Contract.

2.5 **STAFFING REQUIREMENTS:** Vendor agrees to assign only qualified employees and operators who are skilled in the performance of janitorial work to Citizens' locations. All employees and operators must be able to speak, read, and understand English in order to communicate and operate efficiently. Vendor(s) agrees that in the event it becomes necessary for the Vendor(s) to change assigned personnel, written notice from the Vendor(s) to the Facility Manager is required and should be submitted in advance. Citizens reserves the right to reject proposed personnel staffing.

- ### A. Supervisor(s): On-site supervisors for the evening Services must have a minimum of two (2) years supervisory experience in the institutional/commercial janitorial field. The on-site supervisor will be required to verify thoroughness and cleanliness of the buildings after each service prior to dismissal of Vendor(s) personnel. The on-site supervisors must perform a quality assurance check on a nightly basis for the evening Services being

performed. Documentation of Quality Assurances performed should be retained by the Vendor and provided to Citizens upon request. The on-site supervisor should have an intimate knowledge of this subsequent contract and its various cleaning tasks, equipment and materials so as to be able to both properly train and direct personnel in their individual tasks, to maintain and control an effective inspection and follow up program.

Vendor(s) on-site supervisor, evening team lead or designee must also be available by appointment between the hours of 8:00 AM ET and 5:00 PM ET, Monday through Friday, to inspect the building with the Facility Manager or designee and to handle special problems when required.

- B. Personnel: Before any Vendor(s) employees can provide Services under this contract, the Vendor(s) agrees, at its own expense, to conduct a background check as described in Section 3.11 and 3.12 of Attachment E, Draft Contract.
- C. Training: Vendor(s) will train all supervisors and personnel prior to job assignment at the facility. Vendor(s) shall submit within thirty (30) Business Days of contract execution verifiable documentation that supervisors have completed a minimum of eight (8) hours of Hazardous Materials Emergency Response "Operations Level" training and Vendor Staff have completed a minimum of four (4) hours of Hazardous Materials "Awareness Level" training from an approved training provider. Refreshers and/or recertification shall be completed as required.
- D. Pre-Service Conference: Prior to the commencement of Services, the Vendor(s) will meet with the Facility Manager and other designated staff to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, administering and scheduling work, material submittals, safety practices, and contract administration. The Vendor(s) should submit at, or prior to this meeting:
- Contact List of Vendor's Staff, to include name, title and phone number for:
 1. Vendor Contract Manager
 2. Supervisor
 3. On-site Supervisor / Evening team lead
 4. Day Porter(s)
 - Initial employee roster and staffing proposal of Vendor's staff assigned to Citizens' buildings;
 - List of cleaning supplies (Must be identified by brand name and manufacturer);
 - On-site SDS binder is the Vendor's responsibility and should be assigned to the supervisor to maintain and be kept in designated janitorial closet for easy reference; and
 - Background checks for personnel and request for approval of these employees.
- E. Employee Roster: The successful Vendor(s) must provide an employee roster of approved employees prior to the start of Services to the Facility Manager/designee indicating the number of employees assigned to perform the work as specified herein. The roster will include all persons assigned to perform work as part of this Contract and list the employee name, the shift in which they are assigned and telephone numbers, as applicable. This roster should be kept current at all times and made available to the Facility Manager/designee upon request.

- F. Uniforms/Identification: Upon commencement of Services, Vendor(s) will require employees to be dressed in appropriate work attire when reporting for work. Vendor(s) employees must wear a Vendor supplied shirt/smock, etc. with company name or logo to make them easily identified in the workspace. Proper shoes should be worn at all times, no flip flops, high heels, or strapless sandals/clogs. Vendor Staff must sign in/out at Citizens' main lobby entrance upon daily arrival and departure. At the conclusion of each workday, all Vendor(s) employees must return the Citizens issued access card and any keys provided for their use while performing their duties in all buildings to the security guard at the main lobby. It is preferred that Vendor(s) provide a Vendor-issued photo ID badge that can be visibly worn by Vendor(s) employees while on site.
- G. Communication: Vendor Contract Manager and Citizens' Facility Manager/designee will maintain open communications and ensure phone numbers of designated staff remain in working order. Vendor is to provide a 24/7 contact in the event emergency services are required. It is preferred that the Vendor's on-site supervisor(s)/evening team lead and Day Porter(s) carry a cell phone provided by the Vendor(s) to allow for easy contact. A cleaning request logbook will also be maintained by Citizens and used to make special requests. The Day Porter and evening janitorial staff should periodically check the logbook each day to review and complete requests during their shift, or as applicable.

2.6 SECURITY AND SAFETY REQUIREMENTS:

- A. Security of Building: No one other than Citizens approved Vendor(s) employees will be permitted inside Citizens' leased office space at any time. Unauthorized personnel including visitors, family members, and/or friends are strictly prohibited. Vendor(s) employees will be provided with an access card to navigate in and throughout the building. It will be the Vendor's responsibility to immediately report and reimburse (\$20 each) Citizens for replacement cards or reimburse Citizens for any lock or security costs that are caused by the Vendor's negligence.

All Vendor(s) employees must scan their cards upon each entry to building(s) and as required when entering the lobby or other areas to be cleaned.
- B. Access Control and Security System: The Vendor(s) Contract Manager and Supervisor, once trained by Citizens' staff, will be responsible for training their janitorial staff on the use of the access control system. It is critical that staff adhere to the access control processes to minimize system false alarms. Vendor(s) authorized staff will not provide access into the building to anyone, including Citizens employees.
- C. Key Management: The Vendor(s) will be responsible for controlling any master keys or individual keys provided. If a master key is lost, the Vendor(s) is responsible for the cost of any re-keying required by Citizens to maintain the security of the leased office space. All keys to remain on-site at all times.
- D. Responsibility: Citizens will not be responsible in any way for damage to the Vendor(s) stored supplies, materials or equipment kept throughout the building in janitor's closets or the successful Vendor(s) employees personal belongings brought into the building.
- E. Exterior Doors: All exterior doors must be locked while work is being performed. No doors are to be propped open, unattended or left ajar.
- F. Internal Doors: Internal doors with card readers should not be propped open unless required to complete Services and should be kept to a minimum. Office doors that are routinely kept locked for security purposes are to be locked upon completion of work. Citizens has an internal color-coded program to assist with identifying which doors should remain locked and will be implemented with the awarded Vendor(s) at the Pre-Service Conference.

- G. Assigned Work Zones/Stations: Vendor(s) agrees that all of its personnel will keep within the limits of their assigned work zones/stations and will not enter any restricted areas during the performance of their assigned duties or at any other time.
- H. Citizens and Citizens Employee Property: Vendor(s) and their employees are prohibited from the use of Citizens' audio-visual equipment, computers, telephones, and all other Citizens equipment. Vendor(s) will prohibit all employees from disturbing papers on desks, opening desk drawers or cabinets and any office equipment/furniture provided for official use to Citizens employees. Vendor Staff are not allowed to sit in modular furniture or offices. Any violation of these prohibited actions may be cause for Citizens to request the removal of the Vendor's personnel in violation and/or cancellation of the contract. The Vendor(s) must at all times guard against damage or loss to the property of Citizens or Citizens' employees. Vendor(s) will be responsible in the event of proven theft or damage of Citizens' property or personal property of Citizens' employees caused by Vendor(s) personnel. Citizens reserves the right to withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Vendor(s). When requested, the Vendor(s) must cooperate with any ongoing investigation involving economic loss or damage to the building or personal property.
- I. Safety: Vendor(s) will be responsible for instructing their employees in safety measures considered appropriate. In addition, the successful Vendor(s) will not permit placing or use of mops, brooms or equipment in hallways, circulation spaces, or other locations in such manner as to create safety hazards and will provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Vendor Staff will be required to interrupt their work at any time to allow passage of Citizens' employees. All supplies, equipment and machines must be kept free of hallways, circulation spaces, and other areas where they might be hazardous and must be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing a residue of wax or combustible material subject to spontaneous ignition must be removed from the building and properly disposed of. Cleaning solutions will be disposed of in accordance with legal requirements (see 2.6. M. below). Vendor(s) is to ensure safety practices are adhered to minimizing the risk of an incident.
- J. Safety Requirements: Vendor(s) must comply with all applicable requirements of the "General Industry Standards" of OSHA (Occupational Safety & Health Administration). These requirements must include all primary and refresher training mandated under the OSHA guidelines. It is the responsibility of the Vendor(s) to provide all employees with adequate personal protective equipment as required to fulfill Service requirements. Vendor(s) will maintain supporting documentation that proposed staff is trained in the clean-up and disposal of blood-borne pathogens. Vendor is also responsible to ensure employees working at a Citizens location complies with safety protocols that may be in place as a result of COVID-19 or other pandemic related precautions.
- K. Safety Data Sheet (SDS): Vendor(s) must provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Services to the Facility Manager before the commencement of any work hereunder. All SDS's must be of the latest version and comply with 29 CFR 1910.1200. Hazardous products must not be used, except with prior approval of the Facility Manager/designee and must be disposed of properly by Vendor(s) in accordance with the U.S. Environmental Protection Agency (EPA) 40 CFR 260-265. Vendor(s) will maintain and have readily accessible on-site, a complete, up-to-date SDS book of all chemicals, compounds/mixtures used in the execution of the scope of work that complies with applicable federal, state and local regulations.
- L. Hazardous Substances / Hazardous Materials: Vendor(s) must provide SDS's for approval of new products to be used to the Facility Manager/designee prior to any use in the building. Vendor(s) is not to use any product, anywhere in the building, that has not been approved.

Vendor(s) is not permitted to use any product that the SDS rates as “Flammable or Toxic” without approval from the Facility Manager/designee.

- M. Proper Disposal of Spent or Used Products: Certain chemicals, compounds, mixtures require proper disposal after they have been spent or used per the U. S. Environmental Protection Agency (EPA) and Florida DEP (Department of Environmental Protection). Vendor(s) is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265.

At no additional cost to Citizens, Vendor(s) must make arrangements to have or obtain a “Hazardous Waste & Universal Waste “Part B Permit” if required. Vendor(s) are to properly characterize, manifest, dispose and transport hazardous waste or recyclable materials, as applicable. The waste hauler must be licensed by the U.S. Department of Transportation as a Hazardous Waste / Universal Waste Hauler under the Series 49 CFR (Code of Federal Regulations) or other applicable federal/state law

- N. Personal Protective Equipment: All personnel must wear personal protective equipment in the execution of their duties to include gloves, protective eye wear or face shields, respiratory protection or other safety-wear as necessary. Any additional costs incurred resulting from these requirements will be the sole responsibility of the Vendor(s).

2.7 SCHEDULE OF SERVICES: Services for Citizens will be accomplished during and outside of normal Business Hours. The typical building operation hours are from 8:00 AM ET until 5:00 PM ET Monday through Friday, excluding Citizens’ holidays. Citizens observes the following holidays each calendar year:

- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas
- New Year's Day

In the event of a catastrophe, Citizens may have a need to increase business hours up to 24/7 operations, including the addition of weekends, at which point additional janitorial services may be required.

- A. Day Porter Service: The Day Porter must be able to work from 8:00 AM ET to 4:30 PM ET, with a ½ hour lunch break, excluding Citizens’ holidays. The Day Porter is required to check in and out with the respective Facility Manager or designee on a daily basis. The Supervisor should monitor the Day Porter’s scheduled workday on a periodic basis to ensure a regular schedule is maintained and quality performance is being delivered.
- B. Evening Janitorial Service: Evening Services will be provided Monday through Friday and should not begin before 5:00 PM ET and should be completed no later than 10:00 PM ET excluding holidays. Any temporary change to this schedule must be coordinated with the Facility Manager/designee. In some buildings there may be IT support functions ongoing 24/7/365 however, no special Service is required for these IT support functions.

The Vendor(s) should complete evening Services and vacate the building, with all lights out no later than 10:00 PM ET. Citizens will be flexible where possible to ensure efficient and economical services can be performed. Citizens reserves the right to adjust work hours to serve the specific needs of the building and will consult with Vendor(s) to minimize impact to staffing requirements. Citizens expects the Vendor(s) and its staff to be proactive in conserving energy by ensuring lights are off in offices, Common Areas, etc. as they work through each

area/section of the buildings. In some cases, lights are automated through the use of occupancy sensors.

2.8 JANITORIAL SERVICE REQUIREMENTS: Vendor should be able to provide the following Janitorial Service Requirements:

NOTE: For Jacksonville TIAA Bank Center Building – only Freight elevators are allowed to be used for housekeeping services.

A. GENERAL:

1. Cleaning procedures and chemicals shall be used in accordance with manufacturer's recommendations and warranty conditions.
2. Maintain janitorial closets and equipment in a clean and odor free environment.
3. All supplies should be organized and kept sealed, with caps on when not in use.
4. All empty containers should be properly discarded.
5. SDS sheets should be bound in an organized notebook and maintained in agreed upon designated location.
6. All mop buckets should be rinsed and drained. All mop heads should be cleaned and replaced as needed. All mop/utility sinks should be cleaned each day/night.
7. At the start of the Contract term, each site will be transitioning to a central trash collection area vs the traditional trash can in each office/cubicle space. Trash cans will remain in breakroom and in a few other designated areas. A floorplan will be provided during the Mandatory On-Site Pre-Response Conference demonstrating the trash can type, quantity and location of each designated area.

B. ONE-TIME SERVICES: Upon Contract start date, Vendor must clean all restroom floors and grout to a clean and uniform appearance, machine scrub floors, and wipe down all reachable walls, partitions, and doors before the end of the first ninety (90) days of the Contract term. All Services to be scheduled with Facility Manager/designee.

C. EVENING SERVICES:

1. Office Areas:

- a. Empty central trash collection areas and all other designated trash cans. Spot clean trash cans, remove and replace trash can liners as needed (i.e. if liquids or foods were discarded previously).
- b. Dust and spot clean exposed horizontal wood surfaces and pay attention to rings or spills on furniture. Wooden surfaces must be maintained with an appropriate polish to avoid residue or damage. Every effort should be made so no rings, spills, or noticeable dust is visible on any surface.
- c. All horizontal countertop/laminate and other high-touch surfaces must be wet cleaned with a disinfectant (example: lobby countertop, doorknobs, handrails, etc.).
- d. All vinyl, plastic (non-fabric) seating in lobby and other Common Areas must be wet cleaned with a disinfectant.
- e. Vacuum traffic areas and any visible debris on carpets.
- f. Spot clean carpets, as needed, within proper cleaning specifications and methods for the carpet type.
- g. Spot clean light switches, doors and walls, tops of modular furniture with a disinfectant or appropriate sanitizer based on the surface type

2. Common/Areas Interior and Exterior:

- a. Exterior: *Note: Jacksonville location has no exterior building cleaning requirements; therefore this section is only applicable to the Tallahassee location.*
 - i. Empty and clean all trash containers and ash urns, remove and replace trash

- can liners as needed.
 - ii. Clean outside door/windows at main lobby entrance and other exterior building door entrances.
 - iii. Sweep clean mats at main entrance and all landings to ingress/egress locations.
- b. Interior:
- i. Spot clean doors, walls and switches with a disinfectant.
 - ii. Clean, disinfect and polish drinking fountains; do not allow mineral deposits on bubbler or metal. No metal polish will be used. (These fountains may be out of order depending on safety protocols in place associated with COVID-19 or other pandemic related response.)
 - iii. Clean and disinfect all water bottle dispensers and/or water dispenser stations.
 - iv. Clean all entrance glass doors, doorframes, and handles in all entryways and lobbies.
 - v. Clean all glass surfaces on modular furniture as needed.
 - vi. Remove all reachable cobwebs from walls, corners, and ceilings of Common Areas.
 - vii. Excluding Jacksonville, wet mop and clean, as needed, the stairwells to be free of debris and ensure overall cleanliness. Wipe handrails.
 - viii. Excluding Jacksonville, clean elevators, leaving no debris in grates, tracks, or corners. Vacuum/mop and clean inside elevator floor finish as appropriate to maintain clean appearance. Wipe down buttons with appropriate disinfectant.
 - ix. Vacuum/clean breakroom mats.
3. Food Service Areas/Breakrooms/Coffee Bars: Vendor(s) will perform all tasks as noted above in the Common Areas for these break use areas. Services also include wet mopping floors using a general-purpose cleaner, disinfecting all cabinet surfaces, specifically countertops, handles, and other high touch surfaces.
4. Restroom/Shower Cleaning: Clean, disinfect and stock all restrooms daily (excluding the Jacksonville TIAA Bank Center Building 12th floor restrooms which is a shared floor with other tenants). Stocking of all restrooms may differ by site and will be further clarified during the Mandatory on-site Pre-Response Conference. Vendor is responsible for providing all restroom supplies. Typical supplies include: toilet paper, trash can liners, feminine disposal liners, soap, paper towels, and air fresheners.
- a. Maintain the level of appearance and cleanliness at the highest quality. Leave no streaks, discoloration, or visible dust or debris on floors, walls, ceilings, vents, toilet partitions, reachable light fixtures, and plumbing fixtures.
 - b. All metal, porcelain, and tiled surfaces will have a polished and clean appearance after each cleaning. Any painted surface will be clean and streak free. A registered germicidal cleaner must air dry to provide maximum effectiveness before buffing or polishing is performed.
 - c. No mineral deposits will be allowed on any exposed surfaces, including under the rims of toilets and urinals.
 - d. Floors will be mopped with clean mop heads/equipment and thoroughly edged cleaned to avoid buildup in corners and under/around toilets and urinals.
 - e. Clean and empty all sanitary disposal containers and replace liners.

- f. Citizens will provide Day Porter with rechargeable batteries for soap, sanitizer, and air freshener dispensers as needed to ensure continuous operation. Installation of the rechargeable batteries is the responsibility of the Day Porter. Replacement of batteries for auto-toilet flushers, as well as their maintenance, is out of scope for the Vendor and not part of Services.

D. WEEKLY SERVICES:

1. Dust all wall hangings and light fixtures within reasonable reach in Common Areas.
2. Ensure carpets, edges, and baseboards are dust free and spot-clean throughout.
3. Lobby tile floors must be wet mopped weekly or more frequently if needed. Rainy days may require more mopping of the area.
4. Thoroughly clean all microwaves.
5. Wipe down doorknobs, handles, push bars, handrails, etc. with disinfectant.
6. Vacuum offices, conference rooms, training rooms, modular furniture spaces and all carpeted areas weekly, or more often if needed during nightly inspections.
7. Exterior: Excluding Jacksonville, clean picnic tables, benches, and exterior seating. Wet cleaning may be required with germicidal cleaner to maintain clean appearance.

E. MONTHLY SERVICES:

1. Office and Common Areas: Detail clean any horizontal or vertical surface so that no visible dirt, dust, cobwebs, or streaks are visible, including all furniture, stands, edges, corners, baseboards, walls, air vents, door frames, dusting in reachable spaces. Other areas include: janitorial closets, stairwells, handrails, entrance areas, lobbies, planters, around copier and printer equipment and any other item or area within the scope of work. Vacuum and/or dust reachable air supply and return vents. Clean all blinds at the same time interior windows are cleaned. After cleaning, all blinds shall operate properly and contain no visible streaks, smears, or dust. An ultrasonic blind cleaner is recommended to clean Venetian blinds. Vertical blinds may be cleaned in place using chemicals designed for vinyl cleaning. All window seals to be wiped free of dust. Remove all reachable cobwebs from all surfaces including walls, corners, and ceilings.
2. Hard Surface Flooring: Detail and thoroughly clean all hard flooring to maintain a uniform, high gloss, slip resistant, and clean surface.
3. Break Areas:
 - a. Thoroughly clean and disinfect all breakroom appliances (e.g. microwaves, ice machines, water dispensers).
 - b. Refrigerators, including freezer areas, should be cleaned on the last Friday of each month unless otherwise communicated and scheduled with the Facility Manager/designee. Citizens will ensure employees are notified to clean out all items when cleaning is scheduled and is responsible for posting notices. Cleaning includes wiping down all shelving and container areas with a sanitizing cleanser. No lunch bags, dishes or personal items should be discarded during this process.
4. Restrooms: At the first of each month, a minimum of one (1) gallon of clean water (preferably hot if available) with a germicidal disinfectant will be poured down each restroom drain to maintain p-trap seals and to ensure drains remain odor and insect free (excluding 12th floor of Jacksonville TIAA Bank Center Building).

- F. QUARTERLY SERVICES:** Perform complete stripping/refinishing/buffing of all hard floor surfaces according to the appearance of the floor and as mutually agreed upon between the Facility Manager/designee and Vendor(s) as it may be needed less often based on lower employee occupancy on a daily basis. Certain high traffic areas may need more frequent stripping, refinishing, and buffing to maintain required appearance.

Maintain hard floors, specifically restrooms, with no build up in corners, no discolored edges from improper finish application or cleaning, and no dull or dirty surfaces; provide a high gloss and uniform appearance. Buff, scrub, and re-coat as needed.

G. SEMI-ANNUAL AND ANNUAL SERVICES:

1. Carpet Deep Cleaning: Vendor(s) shall deep clean carpet in all high traffic areas two (2) times a year. High traffic areas will be cleaned during the first six (6) months of awarded Contract and semi-annually thereafter. Any deviation from this schedule must be approved by the Facility Manager, Director of Facilities Management, or designee and will be based on general conditions given that occupancy levels are expected to be minimal on an on-going basis. All other areas will be cleaned once a year as scheduled with the Facility Manager. Deep cleaning carpet should be completed using an extractor or other proper industry techniques based on equipment type. Edges and baseboards must not have fibers, debris, smudges, or spills visible after cleaning.
2. All semi-annual/annual carpet cleaning should be scheduled with the Facility Manager in order to operate air handlers overnight in the cleaned section to reduce drying time.
3. Vendor(s) shall clean all reachable interior windows every six (6) months with the exception of any high lobby windows. After cleaning, window blinds, sills, trim, and other surroundings shall be free of drippings and other watermarks.

2.8 DAY PORTER SERVICE REQUIREMENTS: All Vendor(s) employees must sign in/out at the lobby desk upon each visit. For Day Porter schedule and hours of operation, refer to Section 2.7 of the solicitation. In the event the Day Porter is unexpectedly absent, the Vendor(s) shall contact the Citizens' Facility Manager/designee to advise, and a suitable, trained replacement shall be provided as soon as possible, but not more than three (3) hours from shift start. If a replacement is not available, an alternate solution should be discussed between the Vendor and Citizens Contract Manager, Facility Manager, or designee and documented. If a gap in Services is a continuous occurrence, then a penalty, up to and including contract cancellation by Citizens for cause could occur. When the Day Porter has planned absences, Citizens' Facility Manager/designee shall be notified in advance and a trained replacement provided. Day Porter billing is by the hour and any missed days/hours must not be billed. In the event of a catastrophe event, Citizens may need Day Porter Services to be extended to a later time at night and/or the weekends. A written request will be made as soon as the need is identified.

Day Porter staff will sign-in/out daily using the designated logbook. A special cleaning request logbook will also be maintained on site and should be checked periodically throughout their shift. Day Porter will be provided a daily checklist of high-touch areas and other heavily used common spaces that need to be disinfected on a regular basis throughout the day (sample attached). This list will serve as the primary focus of the Day Porter and may be revised depending on safety protocols related to any virus or pandemic response.

A. DAILY GENERAL SERVICES:

1. Exterior cleaning (excluded in Jacksonville TIAA Bank Center Building): maintain a general clean appearance in all outside Common Areas near building, including designated smoking areas, shelters and picnic/seating areas. Clean and service outside ashtray urns.
2. Sweep/vacuum stairways as needed. Check for spills and clean during the day (excluded in Jacksonville).
3. Disinfect and wipe down all doors, frames, light switches, kick and push plates, handles, and water fountains.
4. Spot clean walls and baseboards as routine walk-through of space occurs.

5. Sweep, vacuum, and mop flooring as needed throughout the day to maintain a neat and clean appearance. Special attention should be given to entryways especially during wet weather days.
6. Respond to cleaning requests throughout day as needed to support Facilities.

B. DAILY RESTROOM SERVICES:

1. Disinfect all fixtures including toilet seats (both sides), toilet bowls, urinals, countertops, sinks, etc. as needed during each check of all restrooms throughout the day.
2. Clean all glass and mirrors.
3. Empty all containers and disposals and insert replacement liners as needed.
4. Spot clean partitions as needed.
5. Refill all dispensers to normal levels, including soap, tissue, toilet paper, paper towels, seat covers, air fresheners, etc. as needed throughout the day.

C. DAILY BREAKROOM, TRAINING ROOM AND COFFEE STATION SERVICES:

1. Empty these trash containers and provide liners as needed. Trash cans should be checked after 2:00 PM ET in each breakroom and emptied as needed.
2. Wipe out microwave ovens daily and as needed/requested.
3. Check sinks in coffee station areas, clean and wipe down as needed.
4. Periodically wipe down vending and water machines with a disinfectant.

D. ADDITIONAL VALUE-ADDED SERVICES: Other services that may be proposed, for which separate pricing is requested.

1. Carpet Deep Cleaning: In addition to the required annual cleaning, please provide unit price for a minimum of 5,000 square feet and up to 60,000 square feet, in increments of 5,000 square feet on Attachment D, Price Sheet.
2. Light Fixture Cleaning: Vendor(s) shall provide separate price for light fixture cleaning per light fixture on Attachment D, Price Sheet. Method of cleaning to be discussed and approved with Citizens Facility Manager/designee prior to this cleaning activity.
3. Steam Cleaning: Steam cleaning of modular furniture, per panel (both sides). Provide general estimate on Attachment D, Price Sheet as panel size may vary.
4. Forensic and/or Specialty Cleaning: Please provide information as to any other specialty cleaning services your company is certified in and pricing. Provide costs for specialized sanitation and cleaning requests after hours for H1N1, blood-borne pathogens, COVID-19, etc.
5. Chair Upholstery Cleaning: Please provide separate pricing breakdown for cleaning office chairs individually and in bulk.
6. Additional Bacterial Wipes: Please provide separate pricing for additional bacterial wipes that may be requested.
7. Additional Disinfectant Spray: Please provide separate product name and pricing and pricing for additional product that may be requested.

2.10 CLEANING STANDARDS: Quality cleaning is expected and required of Vendor(s). All cleaning will be accomplished in such a way as to prevent discoloration, dulling, scratching, damaging or disfigurement of the surface being cleaned and surrounding areas. This section outlines some of the minimum acceptable standards:

- A. Floor Maintenance – General: For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items will be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position. Baseboards, walls, fixtures, furniture and equipment should in no way be splashed, disfigured or damaged during floor care operations.
- B. Floor Maintenance: Proper precautions such as the posting of wet floor signs should be taken to advise building occupants of wet and/or slippery floor conditions. All tools and equipment should be maintained in clean condition at all times and neatly stored each night in the assigned storage area/rooms. All buckets used for cleaning will be emptied and cleaned at the end of each shift. Cleaning of floor surfaces should be done to prevent damage or disfigurement of furniture, doors, or trim.
- C. Dusting – General: When dusting, dust should not be allowed to fall from high areas onto furniture and equipment below. After the completion of each dusting task, there should be no dust streaks and all corners, crevices, molding and ledges should be free of all dusts. Any items moved during dusting should be returned to its original position.
- D. Clean Up: Citizens will provide dumpster for normal trash (compactor at loading dock in Jacksonville). Vendor(s) should collect and remove all surplus, discarded materials and any other trash that is not considered normal trash/waste to a proper dumpster located on-site. No separate payment will be made for removal, disposal, or cleanup, but all costs thereof must be included in the unit prices shown on Attachment D, Price Sheet. See also Section 2.6.(M), Proper Disposal of Spent or Used Products.
- E. Notification of Damage and Repair: Vendor(s) will report to the Facility Manager or designee, in writing, any damages to the buildings as a result of the Vendor(s) operations. The notification will be completed by the next Business Day and include, at a minimum, the type of damage, location, time and date of occurrence. Vendor(s) further agrees to repair or replace, to the satisfaction of the Facility Manager, any surfaces, fixtures, or furnishings or other property damaged by the Vendor Staff while on the premises.
- F. Quality Control: It is the responsibility of the on-site supervisor/ evening team lead to conduct a nightly inspection of the required Services to ensure all areas of responsibility are performed. Any special requests or areas requiring specific cleaning not performed by Day Porter Services will be requested through a work order or agreed upon notification process implemented between the awarded Vendor(s) and the Facility Manager. In addition, quality control will be addressed in periodic meetings between Vendor(s) and Facility Manager and/or designee.
- G. Emergency Building and Maintenance Problems: The Facility Manager(s), or other designee, will be the primary point of contact in case of an emergency. In addition, on-site security guards are available for assistance. If at any point an emergency requires janitorial staff to call 911, then they must also notify the on-site security guard and the appropriate Facility Manager as soon as possible. In the event of a building or maintenance problem, the Citizens Facility Manager or designee should be notified immediately. Citizens' on-call staff contact information for each site will be provided to the awarded Vendor(s). Additionally, the Vendor(s) should report to the Facility Manager at each site any items in need of repair that is not as a result of Vendor(s) Services (e.g., plumbing in restrooms).

2.11 SUPPLIES, INVENTORY AND EQUIPMENT:

Vendor(s) are responsible for providing and maintaining all vendor owned equipment used in the performance of this contract. The Vendor(s) must furnish all cleaning supplies, paper products and consumables necessary to perform Services needed throughout each building in all areas. Upon request, product samples should be made readily available for review and approval by the Facility Manager/designee. All supplies and chemicals should be Environmentally Friendly and nationally recognized in the janitorial profession. All supplies and chemicals are subject to Citizens' approval prior to the start of Services. Supplies may include but are not limited to: paper towels, toilet paper, toilet seat covers, air freshener, garbage bags, trash can liners, disinfectant, hand sanitizer/foam

for dispensers, toilet cleaning products and mild antibacterial non-scented foam hand soap.

In the event that additional supplies/materials are required within the scope of providing Services and that are not listed above, Citizens retains the ability to compensate (cost plus) the Vendor for any additional supplies/materials required/requested by Citizens, above and beyond what is currently required after the start of the contract. **See chart below for supply requirements.**

SUPPLIES AND EQUIPMENT		
ITEM	SUPPLIED BY VENDOR AS PART OF DAILY SERVICES	SUPPLIED BY VENDOR AND AVAILABLE TO CITIZENS AT A COST PLUS MARKUP
Toilet Paper	X	
Hand Sanitizer (for dispensers)		X
Paper towels	X	
Toilet Seat Covers	X	
Bathroom Air Freshener	X	
Garbage bags, trash can liners,	X	
Feminine Disposal liners	X	
Anti-bacterial Soap for dispensers	X	
All regular cleaning, supplies to provided services	X	
Disinfectant Wipes/specialty sprays and foggers		X

Vendor(s) should submit a list of all cleaning chemicals, with SDS, at the Pre-Service Conference. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200.

All restroom dispensers are installed and established in each building. Vendors should plan to use all existing dispensers; however, Citizens is open to alternate dispensers if provided by Vendor at no cost and mutually agreed upon in writing, through the solicitation proposal process.

The Vendor(s) will use cleaning supplies in accordance with the manufacturers' instructions. Germicidal disinfectants will be certified, U.S. Environmental Protection Agency (EPA) registered, hospital-strength quaternary ammonium-type disinfectant effective against the HIV, TB and Corona viruses. Vendor(s) will only use sodium hydrochloride (bleach), abrasive cleaners or other acids,

except phosphoric acid cleaner when necessary and approved by a Citizens representative. All other cleaners must be industry-standard Environmentally Friendly with low flammability and low toxicity. No flammable products, including gasoline, may be stored in the Building or on-site. Any additional costs incurred resulting from these requirements will be the sole responsibility of the Vendor(s) and must be included in the proposal submission.

- A. Inventory Levels: The Vendor(s) is responsible for providing a minimum three (3) week inventory levels, on hand, at the location of the Services provided. Storage area will be provided by Citizens and identified during the site visit at each location.
- B. Waste Minimization Programs: The U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) require the minimization of waste by the use of water-soluble materials. Vendor(s) is expected to utilize to the extent feasible the use of water-soluble products that are available.

2.12 ADDITIONAL REQUIREMENTS:

- A. Professional Requirements: Vendor must be registered to conduct business in the State of Florida.
- B. Insurance Requirements: Vendor(s) agrees to maintain at its sole expense, the following insurance purchased from an insurer licensed to transact business in the state of Florida:
 - 1. Workers' Compensation policy which provides coverage to Vendor's employees, regardless of the state of hire, in at least the minimum statutory limits required by the state of Florida, and Employers' Liability with limits of \$1,000,000;
 - 2. Commercial General Liability with minimum limits of \$1,000,000 per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2,000,000 in the aggregate;
 - 3. Excess liability insurance with minimum limits of \$1,000,000 in the aggregate; and
 - 4. Janitorial Services Bond in the amount of \$25,000 for Jacksonville and \$10,000 for Tallahassee.

A certificate of insurance satisfactory to Citizens and evidencing the above coverage must be presented to Citizens at least five (5) Business Days prior to start of Services and annually thereafter. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Contract. All policies of insurance referenced herein will be primary and will include Citizens as an additional insured with the exception of Workers' Compensation. Vendor shall provide copies of its policies upon request by Citizens. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Vendor.

- C. Additional Insured Parties: Specific to the Jacksonville TIAA Bank Center Building only, the landlord has the insurance requirements listed below. Vendor's Commercial General Liability and Automobile Liability policies will name Citizens, Amkin West Bay, LLC and Amkin Management, LLC, their affiliates and/or successors, as additional insured, but only with respect to and to the extent of Vendor's negligence in the performance of the Services, and to the extent of minimum insurance limits required hereunder of:
 - o Commercial General Liability per occurrence limit of \$2,000,000.
 - o Automobile Liability Insurance limit of \$2,000,000.
 - o Completed coverage and contracted products of \$1,000,000.
- D. Employees, Subcontractors, and Agents: All employees, subcontractors, or agents performing work under the subsequent Contract must comply with all security and administrative requirements of Citizens and should comply with all controlling laws and regulations relevant to the Services they are providing under the Contract.

- E. Special Permits, License & Product Notifications: The Vendor(s) is responsible for obtaining any necessary licenses and permits prior to start of Services and throughout the term of the subsequent contract.
- F. Periodic Meetings with Facility Manager: Within fifteen (15) calendar days following the effective date of the subsequent Contract, the Vendor(s) and the Facility Manager will mutually determine an appropriate set of periodic meetings to be held between Citizens and the Vendor(s) to ensure quality control and satisfaction of the performance of Services. The Vendor(s) will not be entitled to additional compensation for meeting preparation or attendance. When a physical presence is not required, video calls can be held to assist in reducing travel time and cost. All meetings should be documented.

2.13 DELIVERABLES AND DELIVERABLES SCHEDULE:

DELIVERABLE	SCHEDULE
Supplies List	At the Pre-Service Conference and on-going throughout the life of the subsequent contract. See Section 2.11, Supplies, Inventory and Equipment.
Background Checks	At least five (5) Business Days prior to start of Services and as staff changes are made. See Sections 3.4 and 3.5 of Attachment E, Draft Contract.
Employee Roster	Prior to the start of Services and as staff changes are made. See Section 2.5(F), Employee Roster.
Hazardous Materials Emergency Response Training Documents	Thirty (30) days after contract execution. See Section 2.5(D), Training.
SDS's	At Pre-Service Conference and when products change. See Section 2.6(J), Safety Requirements.
Certificate of Insurance	At least five (5) Business Days prior to start of Services. See Section 2.12(B) Insurance Requirements.

2.14 PAYMENT SCHEDULE: Vendor(s) should provide, at the end of each month, a monthly invoice for the work previously performed. The invoice should specify the dates of Service, location of Services performed, unit price, total amount due, the Contract/PO number, and invoice number. Upon receipt of the Vendor(s) invoice, the Facility Manager will review and if proper and accurate, will approve and submit invoice for payment. The Facility Manager will work with the Vendor(s) in clarifying any discrepancies that may exist prior to payment. Citizens will not authorize payment for any late fees or taxes.

NOTE: Any discounts offered must be noted on the Attachment D, Price Sheet (i.e., if Citizens pays by the 10th of each month on all correct invoices, Vendor will provide a % or \$ discount).

2.15 VACANCY CREDITS: On or by a mutually agreed upon date each month, Citizens' Facility Managers, or their designee, will provide the Vendor with documentation to support the vacancy credit amount sought so the Vendor(s) can in turn provide an accurate invoice. This documentation may include .pdf copies of building drawings highlighting vacant spaces and a corresponding spreadsheet document, and/or other documentation as mutually agreed upon. If there is no change from the previous months' vacancy credit, no additional documentation is necessary, however, confirmation should be

communicated via email between both parties.

2.16 CONTRACTUAL TERMS AND CONDITIONS: Citizens anticipates negotiating contractual terms and conditions using (i) the proposed contract Vendor submits in its Reply, and (ii) Attachment E, Draft Contract. If the final contractual terms cannot be finalized, Citizens may withdraw the award and issue an award to the next-ranked Vendor(s). Prior to entering a Contract, Vendors will be required to maintain a current authorization to do business within the State of Florida, which will be verified on an annual basis through the [Department of State, Division of Corporations](#).

Vendors are not expected or required to submit proposed edits to the Attachment E, Draft Contract until 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. 21-0019, Janitorial Services (Jacksonville and Tallahassee)

- 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/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: Vendors may submit Replies via email addressed to citizens.purchasing@citizensfla.com with the subject line **21-0019, Janitorial Services (Jacksonville and Tallahassee)**. Vendors who submit their Reply via email should expect to receive an acknowledgement message within one (1) 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 or 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 <i>(as requested in Attachment B)</i>	
3. Current IRS W-9 or W-8 Form <i>(as requested in Attachment B)</i>	
4. Attachment C, Vendor Questionnaire	These documents will provide Citizens with specific information about Vendor’s proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Replies.
5. Attachment D, Price Sheet	

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
C	Vendor Questionnaire	Vendor Background	10
		Vendor Experience	30
		Staffing Requirements	35
		Additional Value-Added Products and Services	5
D	Pricing		20
Total Points:			100

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

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

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. 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 quality and timely Services to Citizens during the term of the Contract; and
- E. 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 E, Draft Contract**. See *Section 2.16 above*. Citizens' expectation is that the terms and conditions within **Attachment E** 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 E 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/816d9bfbe636-40ec-a9f5-34873d053bf7>.

Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of: the notice of intent to protest or the formal written protest is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2101 Maryland Circle
Tallahassee, FL 32303
Email: Agency.Clerk@citizensfla.com

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

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

4.4 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

