



**INVITATION TO NEGOTIATE No. 22-0012
FOR
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES**

REPLY DUE DATE: August 2, 2022

[See Section 1.9 for the Calendar of Events]

Refer ALL Inquiries to:

Carla McBride, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8308
E-Mail: citizens.purchasing@citizensfla.com

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

TABLE OF CONTENTS

REPLY CHECKLIST	3
SECTION 1 - INTRODUCTION.....	4
1.1..... Statement Of Purpose.....	4
1.2..... Specific Goals, Questions And Facts.....	4
1.3..... Definitions.....	5
1.4..... Citizens Background	5
1.5..... Diversity.....	5
1.6..... Taxes	5
1.7..... Contract Term.....	5
1.8..... No Contact Or Lobbying.....	5
1.9..... Calendar Of Events.....	6
1.10..... Public Meetings	6
SECTION 2 - SCOPE OF SERVICES.....	8
2.1..... Background	8
2.2..... Minimum Qualifications	8
2.3..... Description Of Services.....	8
2.4..... Contractual Terms And Conditions.....	13
SECTION 3 - REPLY INSTRUCTIONS AND EVALUATION PROCESS.....	14
3.1..... Questions	14
3.2..... Changes To Solicitation	14
3.3..... Public Records.....	14
3.4..... Reply Due Date And Submission	15
3.5..... Reply Format	15
3.6..... Reply Contents	16
3.7..... Evaluation Process	16
3.8..... Negotiations Process	17
3.9..... Selection Criteria.....	18
3.10..... Execution Of Contract.....	18
SECTION 4 - GENERAL CONDITIONS	19
4.1..... Protests	19
4.2..... Costs Of Preparing Replies.....	19
4.3..... Use Of Replies.....	19
4.4..... Withdrawal Of A Reply	19
4.5..... Minor Irregularities	20
4.6..... No Misrepresentations	20
4.7..... No Conflicts Of Interest.....	20
4.8..... Acceptance Of Terms	20
4.9..... Subsequent Negotiations And Awards	20
4.10..... Entire Solicitation	20

ATTACHMENTS

Attachment A – Vendor Certification Form
Attachment B – Responsible Vendor Review Form
Attachment C – Financial Review Form
Attachment D – Vendor Questionnaire
Attachment E – Price Sheet
Attachment F – Draft Contract
Attachment G - Citizens' Current Employee Benefit Programs

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"/>	Attachment A, Vendor Certification Form	3.6
<input type="checkbox"/>	Attachment B, Responsible Vendor Review Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment C)	
<input type="checkbox"/>	Attachment D, Vendor Questionnaire	
<input type="checkbox"/>	Attachment E, 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 brokerage and consulting services for its Employee Benefits Programs, including insurance benefit plans, wellbeing programs and voluntary benefits plans (**Services**). Citizens is seeking an integrated approach to benefits brokerage and consultation Services, which may include obtaining quotes for fully insured products, as well as assistance with open competitive procurements for administrative services. Also included within Services are periodic reviews of benefit performance, recommendations to improve such performance, as necessary, and marketing of Citizens' benefit offerings. All requested Services are more fully described in Section 2 of this ITN.

Citizens intends to award a contract (**Contract**) to one (1) Vendor under 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 Vendor to provide the best value to Citizens based on several factors, including (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this ITN.

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

- A. What specific Services and deliverables are appropriate to achieve the goals of this ITN?
- B. 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 level of overall experience and expertise is needed to provide the services?
- E. What performance guarantees and/or quality control standards can Vendors offer to provide greater accountability?
- F. What additional value propositions can Vendors offer that are in the best interest of the Citizens?
- G. What pricing model is most appropriate for the Services, including commission fees specific purchases for ancillary or additional services?
- H. What contractual terms and conditions are customary and/or appropriate for Citizens' needs?
- 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 E, Vendor Questionnaire.

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

- A. **Account Manager** – means dedicated personnel to be the main contact for managing the account relationship. The Account Manager will be readily accessible to Citizens Human Resources personnel.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **Contract** – means the contract with a Vendor for Services that results from this ITN.
- D. **ITN** – means this Invitation to Negotiate, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.
- E. **Procurement Officer** – means the Citizens employee identified on the cover page of this ITN.
- F. **Reply** – means all materials submitted by Vendor pursuant to this ITN.
- G. **Services** – means all the activities of Vendor which are collectively necessary to provide the products and/or services to Citizens pursuant to this ITN.
- H. **Vendor** – means an entity responding to this ITN in pursuit of providing Services.

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

1.5 **DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. To this end, it is vital that such businesses participate in Citizens' procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Replies to this ITN.

1.6 **TAXES:** Citizens is a governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employee wages.

1.7 **CONTRACT TERM:** The Contract term is anticipated to be five (5) years with three (3), one (1) year optional renewals. Renewal years may be combined at Citizens discretion. 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.

- 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
June 20, 2022		ITN Released
June 28, 2022	11:00 AM ET	Pre-Response Conference (Not Mandatory) Telephone number: (904) 490-0703 Access Code: 58133930#
July 5, 2022	2:00 PM ET	Questions Due
July 19, 2022		Answers Posted
August 2, 2022	2:30 PM ET	Replies Due
September 13, 2022	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Replies and which Vendors Proceed to Negotiations Telephone number: (904) 490-0703 Access Code: 492423517#
September 16 – October 27, 2022		Vendor Negotiations
September 26 – 30, 2022		Anticipated Vendor Presentations
November 15, 2022	2:00 PM ET	Negotiation Team Public Meeting to Announce Intent to Award Contract(s) Telephone number: (904) 490-0703 Access Code: 976673154#

- 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:

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-Response Conference:** A telephonic Pre-Response 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-Response 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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

SECTION 2 - SCOPE OF SERVICES

- 2.1 BACKGROUND:** Citizens' Human Resources office is responsible for providing the insurance and benefit needs of the eligible membership (employees, retirees, etc.), including the acquisition of competitively priced insurance coverage from qualified sources, as well as advisory Services related to Citizens' employee benefit offerings. Current Services are provided by Mercer Health and Benefits, LLC which will expire December 31, 2022.

Citizens currently has approximately 1,166 full/part time employees and retirees. Citizens' employees, retirees, and their eligible dependents may enroll in Citizens' Employee Benefits Programs. Retirees are offered health insurance at the full premium amount. Citizens expects that the awarded Vendor will be designated as the agent-of-record for Citizens' Employee Benefits Programs and will assume all duties, all in-force insurance benefit plan contracts, and perform all services anticipated to begin January 1, 2023.

Citizens' current Employee Benefits Programs are comprised of the insurance benefit plans and self-insured plans and programs as shown in Attachment G; however, Citizens reserves the right to add or remove insurance benefit plans or programs at any time during the contract term. Self-service selections are made by employees through Oracle Fusion.

- 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:

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

- 2.3 DESCRIPTION OF SERVICES:** The following Services: Brokerage Services, Consulting Services, and Competitive Solicitation Services as defined below, together with any corresponding deliverables for each, are expected to be proposed by Vendors responding to this ITN. Any exceptions should be clearly identified in Vendor's Reply.

Vendors are encouraged to offer additional services and solutions in their Reply to distinguish themselves from other Vendors. These additional services and solutions may be considered during the evaluation process and may be the subject of negotiations.

2.3.1. BROKERAGE SERVICES: The Vendor will identify and quote insurance benefit products as requested by Citizens. It is Citizens' desire that the Vendor take a consultative approach to assisting Citizens with defining its organizational needs as related to its Employee Benefits Programs. The Vendor should research and source the best options from a cost and service quality perspective the products available in making the best employee benefit product decisions.

Included within Brokerage Services, it is Citizen's objective that the Vendor perform the following tasks:

- A. provide a dedicated Account Manager;
- B. provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods;
- C. assist in the review of communication materials written by the Citizens' benefit administrators and other participating organizations for content, appearance, compliance and accuracy;
- D. assist Citizens on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of Citizens benefit program policy and administration;
- E. advise and assist Citizens in the placing of insurance products, negotiating renewal rates, terms and conditions for fully insured insurance products;
- F. review all insurance benefits plan documents verifying accuracy of rates, benefits, eligibility, coverage definitions, etc.;
- G. request and negotiate employee benefit plan renewals as needed;
- H. represent, upon direction, in negotiations with providers on matters including but not limited to, health plan benefits; performance; quality; contractual terms and conditions, and optimum services and benefits;
- I. conduct thorough and applicable market research in preparation for negotiating and contracting with providers, and review rate proposals for accuracy and completeness;
- J. participate in meetings with Citizens' as often as necessary to ensure proper communication throughout the renewal process;
- K. provide financial and plan design benchmarking analysis;
- L. model employee contribution design and enrollment scenarios;
- M. work with Citizens' providers to develop a detailed project implementation and transition plan for any procured insurance benefits plans;
- N. review and validate renewal calculations, trends and pricing alternatives;
- O. create renewal action plans and share them with providers to ensure timely delivery of renewal reporting;
- P. independently calculate renewals to determine competitiveness of providers' offers and provide supporting documentation; and,
- Q. to avoid any appearance of impropriety or self-dealing regarding any brokered insurance product.

2.3.2. CONSULTING SERVICES: The Vendor shall provide Consulting Services to Citizens related to its Employee Benefits Programs.

The Vendor is to perform the following specific Services:

- A. provide a dedicated Account Manager;
- B. provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods;
- C. assist in the review of communication materials written by the Citizens' benefit administrators and other participating organizations for content, appearance, compliance and accuracy;
- D. assist Citizens on a regular basis, and in a timely manner, to provide information, analysis and guidance on any and all aspects of Citizens benefit program policy and administration;
- E. health plan comparison/utilization analysis – the broker/consultant is expected to work with Citizens in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the Citizens, in order to monitor Citizens' benefit plans. Once analyzed, the broker/consultant is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the broker/consultant have in-house resources (such as actuaries) to conduct utilization analysis of all Citizens medical relationships, including managed-care alternatives;
- F. compliance – the broker/consultant is expected to advise Citizens on any federally mandated compliance requirements relevant to Citizens plans and providing guidance, when requested, in developing strategies to comply;
- G. the broker/consultant is expected to provide guidance on the annual budgets, allocations of payroll deductions, stop loss purchases and attachment points for the Citizens' self-funded programs;
- H. actuary report – the broker/consultant is expected to conduct an actuarial review of Citizens' benefit programs;
- I. Section 125 Plan/Wrap Document – the broker/consultant is expected to assist in the development and review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes assistance with calculations and preparations for any required governmental reporting;
- J. wellness/disease management programs – the broker/consultant is expected to assist Citizens in solicitation, evaluation, implementation, and measuring the effectiveness of wellness and disease management programs;
- K. litigation – on rare occasions, Citizens may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the broker/consultant will be expected to assist Citizens and the administration in proving necessary materials and testify if required; and,
- L. to avoid any appearance of impropriety or self-dealing regarding any consulting service.

Included within the consulting services, it is Citizen's objective that the Vendor have specific deliverables which can take the form of the following periodic tasks:

- A. Forecasting and Modeling: The Vendor will be expected to provide forecasting and modeling services. It is Citizens' desire that these Services shall include, but not be limited to, the following:
 - a. Benefits contribution cost forecasting using multi-iteration modeling following a rolling 12-month future horizon;
 - b. Affordable Care Act (ACA) calculations and projections; and

- c. Patient-Centered Outcomes Research Institute (PCORI) Fees.
- B. Budget Analysis: The Vendor will be expected to provide budgetary analysis services as indicated below. It is Citizens' desire that these Services shall include, but not be limited to, the following:
 - a. underwriting and actuarial analysis, to include monthly incurred but not reported (IBNR) claim calculations;
 - b. budget projections for annual contract renewals; and,
 - c. budget projections on future costs of Employee Benefits Programs using multiple scenarios based on design and contribution changes as needed.
- C. Analysis and Reporting: The Vendor will be expected to provide analysis services and corresponding reports and deliver the reports outlined below to Citizens' Contract Manager or designee pursuant to the intervals indicated. Reports must be complete, thorough, and informative. It is Citizens' desire that these Services include, but not limited to, the following:

On a **monthly** basis, delivered to Citizens electronically (unless otherwise specified):

- a. Track all insurance plan claims, all employee enrollments, all enrollment changes, and perform trend analysis on a rolling 12-month basis; and,
- b. Track all insurance claims valued at \$50,000 USD or greater, and deliver corresponding reports to Citizens.

On a **quarterly** basis, track all insurance Claims for medical, prescription, and dental products and deliver corresponding reports to Citizens electronically (unless otherwise specified) which shall include information as requested by Citizens such as dollar amount of claims, claim counts, inpatient versus outpatient and provider versus facility reports.

On an **annual** basis, delivered to Citizens electronically (unless otherwise specified):

- a. Detailed service calendars for all deliverables – such as regulatory compliance reviews, fee payments, contract reviews, renewals, claims analysis, and strategic planning for state and federal legislative reviews and webinars; and,
 - b. Annual reports including, but not limited to, annual strategy based on Citizens' needs, a year-end review, annual compliance review, renewal strategy, market review, and provider analysis.
- D. Communication materials for employees regarding benefits, Training, and Legislative Services: The Vendor will be expected to develop, subject to Citizens' customization and approval, communications that will be used to inform or advise Citizens staff of information related to Citizens Employee Benefits Programs as well as to monitor legislative changes that may impact Citizens Benefit Plans and provide timely information and guidance to Citizens. It is Citizens' desire that these Services shall include, but not be limited to, the following:
 - a. assist with annual development of Total Rewards Guide (electronic and paper), containing information to guide open enrollment benefit selection decisions, such as benefit program summaries, eligibility requirements, benefits, and terminology;
 - b. assist with annual development of the employees Total Rewards

Statement which contains the overall value of financial rewards for each employee. The Total Rewards Statement contains such information as employee base pay, employee benefits, retirement match, tuition reimbursement, and intangible benefits such as work and life balance programs (See Appendix 1 for example) the data is stored within our HRIS system and from our Retirement Savings Plan record-keeper;

- c. assist with ensuring compliance with state and federal laws, rules and regulations including the timely provision of information regarding new or proposed laws, rules and regulations by providing alerts, webinars or other methods of communication. Provide expertise in new and existing regulatory compliance issues and reporting related to employee, retiree and dependent benefits to include Healthcare Reform, Employer Health Coverage Reporting of the IRS Section 6055/6056, ACA, HIPAA, COBRA, and IRS Code Section 125 (Cafeteria Plan) (Flexible Benefits Plan) as it relates to pre-tax benefits; and,
 - d. assist with organizing and facilitation of quarterly or semi-annual vendor-summits that include all Citizens Employee Benefits Program providers. The summit may be either in person or virtually and shall be used to bring representatives from all plan providers together to create strategies that integrate Employee Benefits Programs.
- E. Employee Benefits Management Services: The Vendor will be expected to provide benefits management services as indicated below. It is Citizens' desire that these Services shall include, but not be limited to, the following:
- a. monitor and summarize on a quarterly basis the contract performance of all providers of Citizens insurance benefits plans, administrative services, or other programs to applicable service level agreements (SLA), performance guarantees, or vendor scorecards;
 - b. meet quarterly with Citizens to review Citizens' insurance benefits plans, administrative services, or other programs contract performance findings, review corrective action recommendations, and hold provider performance follow-up meeting(s) as needed;
 - c. provide management and oversight of claims for all core and voluntary benefits coverages and coordination of Flexible Benefits Programs (Cafeteria Plans) and tax savings programs; and,
 - d. assist with the implementation or transitioning of insurance benefit plan providers and administrators and provide design input and review of corresponding employee communications for Citizens' staff.

2.3.3. COMPETITIVE SOLICITATION SERVICES: The awarded Vendor will be expected to assist Citizens in competitively procuring the administrative services for Self-Insured Plans, programs, and other services (such as auditing dependent eligibility or case management) to support its Employee Benefits Programs. The scope of assistance will be determined by Citizens, but will likely include engagement in all portions of the competitive solicitation process as specified in section 287.057, Florida Statutes, including but not limited to the services listed below:

- a. assist with the drafting of and promotion of the public procurement solicitations documents (e.g., statement of purpose, requirements, scoring/selection criteria, price sheets, etc.);
- b. provide guidance or input into the drafting of written answers to vendor questions that arise during the solicitation process;
- c. support Citizens staff by reviewing vendor proposals and by providing

- input and feedback when appropriate in the negotiation of contracts procured by Citizens for its Employee Benefits Programs;
- d. prepare for and attend solicitation-related meetings as requested by Citizens, such as solicitation development sessions, internal team meetings, negotiation strategy meetings, and public meetings (attendance may be telephonic);
 - e. work with Citizens' and awarded vendor(s) to develop implementation and transition plans;
 - f. review and provide timely analysis, supporting documentation, and any other assistance requested related to solicitations for all Self-Insured Plans and programs;
 - g. review all administrative service documents related to any Citizens Self-Insured Plans or programs, for accuracy and adherence to agreements, exclusive of any legal reviews; and,
 - h. assisting with the preparation of agenda documents for Citizens' Board of Governors (BOG) meetings, such as justification for award and contract details; and,
 - i. to avoid any appearance of impropriety or self-dealing regarding any competitive solicitation service.

2.4 CONTRACTUAL TERMS AND CONDITIONS: Citizens anticipates negotiating contractual terms and conditions using (i) the proposed contract Vendor submits in its Reply, and (ii) **Attachment F, 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 F, 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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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 either the email address listed in Section 3.5.A below or the physical address on the Cover Page on or before the date and time specified in Section 1.9, Calendar of Events. Vendors should clearly identify the name of this ITN on the front of its Reply as follows:

ITN No. 22-0012, Employee Benefits Consulting and Brokerage Services

- 3.5 REPLY FORMAT:** This Section prescribes the format in which Replies are to be submitted. Any information deemed appropriate by Vendor may be included 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 **ITN No. 22-0012, Employee Benefits Consulting and Brokerage Services**. 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 media required in Section A. above, Vendor should submit an additional email with their Reply containing a full “Redacted” electronic version of their Reply in accordance with Section 3.3, above. This email header should be labeled “**Redacted Reply**” and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the Redacted Reply, submit a redaction log

providing a legal justification for each redaction (e.g. Trade Secret Protection).

- 3.6 REPLY CONTENTS:** The purpose of Vendor's Reply is to demonstrate its qualifications, competence and capacity to provide the Services in conformity with the requirements of this ITN. The Reply should be organized as follows:

VENDOR REPLY	
ITEM	DESCRIPTION
Attachment A, Vendor Certification Form	These documents will provide Citizens with basic information about the Vendor and its proposed System as well as provide certain assurances necessary to qualify the Vendor for a potential award of contract. These documents will not be used in the scoring of replies.
Attachment B, Responsible Vendor Review Form	
Additional Documents as requested in Attachment B	
Attachment C, Financial Review Form	
Financial Documents as requested in Attachment C	These documents will provide Citizens with specific information about the Vendor's proposed Services and will be used as a basis for evaluation and scoring of the replies.
Attachment D, Vendor Questionnaire	
Attachment E, 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
D: Vendor Questionnaire	Section A - Experience and Qualifications	20
	Section B - Brokerage Services	25
	Section C – Consulting and Technical Services	25
	Section D - Competitive Solicitation Services	5
	Section E – Additional Services	5
	Section F – Contractual Services	Not Scored
	Section G – Alternative Pricing Models	Not Scored
	Section H – Presentation Schedule	Not Scored
E: Price Sheet		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 twenty 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 twenty (20)

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

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined

with the Pricing 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 180 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 F, Draft Contract**. See *Section 2.4 above*. Citizens' expectation is that the terms and conditions within Attachment F will be closely adhered to. The final Contract will also include all of the terms and conditions agreed to during negotiations. Any request to change contract terms in Attachment F are allowed to be submitted to the Procurement Officer during the open questions period for this ITN. Over the term of the contract, Citizens may amend for logical follow-on work within the general scope.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Furthermore, unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

SECTION 4 - GENERAL CONDITIONS

4.1 **PROTESTS:** There are two conditions under which this ITN may be challenged:

- A. There may be a protest of the terms, conditions, and specifications contained in the ITN, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, reserving rights for further negotiations, or modifying or amending any contract. **A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of the applicable ITN term, condition or specification (excluding Saturdays, Sundays and state holidays); or**
- B. A person adversely affected by Citizens' decision or intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c), Florida Statutes, may challenge the decision. **A written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens' Clerk within 72 hours after Citizens posts notice of its decision or intended decision (excluding Saturdays, Sundays and state holidays).**

Questions to the Procurement Officer do not constitute formal notice of a protest.

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 calendar days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedures: Procurement Protests (Section 4-5.00). Any protest concerning this ITN shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfb-e636-40ec-a9f5-34873d053bf7>.

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

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

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

- 4.2 **COSTS OF PREPARING REPLIES:** Citizens is not liable for any costs incurred by Vendor in replying to this ITN, including costs for materials, meetings and/or travel, if applicable.
- 4.3 **USE OF REPLIES:** Other than Vendor's intellectual property, all Replies become the property of Citizens and will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Reply. Acceptance or rejection of the Replies will not affect this right.
- 4.4 **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