



**INVITATION TO BID No. 18-0037
FOR
ELECTRICAL SERVICES**

RESPONSE DUE DATE: October 30, 2018

[See Section 1.8 for the Calendar of Events]

Refer ALL Inquiries to:

Summer Reeves, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone: (850) 521-3738
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.**

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CHECKLISTS

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

	MANDATORY ITEMS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Response on a compact disc (CD);	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Response on CD (required only if Vendor considers portions of its Response confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment D, Minimum Requirements Acknowledgement Form	3.6, Folder 2
<input type="checkbox"/>	Attachment E, Responsible Vendor Review Form	3.6, Folder 2
<input type="checkbox"/>	Attachment F, Vendor Conflict of Interest Disclosure Form	3.6, Folder 2
<input type="checkbox"/>	Financial Documents (as required in Attachment G)	3.6, Folder 2
<input type="checkbox"/>	Attachment H, Price Sheet	3.6, Folder 2

The following checklist identifies the **non-mandatory** documents that may be included in a Response.

	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6, Folder 1
<input type="checkbox"/>	Attachment A, Vendor Diversity Declaration Form	3.6, Folder 1
<input type="checkbox"/>	Attachment B, Certification of Drug-Free Workplace Form	3.6, Folder 1
<input type="checkbox"/>	Attachment C, Vendor Contact Information and Public Record Acknowledgement	3.6, Folder 1

SECTION 1 INTRODUCTION

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed responses (**Responses**) from State of Florida licensed electrical contractors (**Vendors**) capable of providing high and low voltage electrical services for routine and emergency calls in Citizens' office/data-center facilities in the State of Florida (**Services**).

The need for Services is expected to be concentrated in Jacksonville and Tallahassee. Additionally, Citizens has primary and back-up data centers located within third-party managed facilities (Tampa and Winter Haven) which may require occasional service. Vendors must be able to serve those locations with licensed employees (not subcontractors) within the timeframes identified in Section 2. The locations and Services are more fully described in Section 2, Scope of Services, of this Invitation to Bid (**ITB**).

To be eligible for a Contract, Vendors must (i) satisfy the requirements set forth on Attachment D, Minimum Requirements Acknowledgment Form, (ii) be deemed a "Responsible Vendor" by Citizens based on the information contained on Attachment E, Responsible Vendor Review Form, and other available information, and (iii) receive a PASS determination from Citizens' Vendor Management Office with the assistance of an independent CPA, regarding Vendor's financial stability, viability, and capacity as described in Attachment G.

A Contract will be awarded to the eligible Vendor who submits the lowest responsive bid as set forth on Attachment H, Price Sheet. If a Vendor is unable to satisfactorily perform the Services at any time during the Contract term, Citizens may contract with the eligible Vendor(s) with the next-lowest responsive bids.

- 1.2 **DEFINITIONS:** In addition to other terms defined in this ITB, the following terms shall have the following meanings:

- A. **Business Day** – means Monday through Friday, except for Holidays (defined below). For service response time purposes, a Business Day begins at the time Citizens issues a request and ends at the same time on the following Business Day.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **Contract** – means the legally enforceable agreement with a Vendor for Services, resulting from this ITB.
- D. **Emergency Calls** – means service is immediately required for equipment or connected devices to return to normal operation, as determined by Citizens. See Section 2.4 and Attachment H, Price Sheet for more information.
- E. **Holidays** – means the following nine (9) days (unless mutually agreed otherwise): New Year's Day, Martin Luther King, Jr. (MLK) Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any of these holidays fall on a Sunday, the following Monday is observed.
- F. **ITB** – means this Invitation to Bid, which is a competitive solicitation for Services authorized under Section 287.057, Florida Statutes.

- G. **Procurement Officer** – means the Citizens employee identified on the cover of this ITB.
- H. **Response** – means all materials submitted by the Vendor pursuant to this ITB. These materials may also be referred to as the “bid.”
- I. **Routine Calls** – means service is required, but there is not an immediate risk to equipment or connected devices, as determined by Citizens. See Section 2.4 and Attachment H, Price Sheet for more information.
- J. **Services** – means all the activities of the Vendor which are collectively necessary to provide the services to Citizens pursuant to this ITB.
- K. **Vendor** – means an entity responding to this ITB in pursuit of providing Services.

- 1.3 **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>.
- 1.4 **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 Responses to this ITB.
- 1.5 **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.
- 1.6 **CONTRACT TERM:** The initial Contract term will be three (3) years. At Citizens’ discretion, the Contract may be renewed for an optional one (1) year renewal period.
- 1.7 **NO CONTACT OR LOBBYING:** Respondents to this ITB or persons acting on their behalf may not contact, between the release of the ITB 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 ITB, except in writing to the Procurement Officer or as provided in the ITB documents. Violation of this provision may be grounds for rejecting a Response. 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 ITB.

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- 1.8 **CALENDAR OF EVENTS:** Listed below are important events, dates and times relevant to this ITB. These events and dates are subject to change at Citizens' sole discretion. It is each Vendor's responsibility to comply with these timeframes and to monitor Citizens' website for any changes.

CALENDAR OF EVENTS		
DATE	TIME	EVENT
September 24, 2018		ITB Released
October 1, 2018	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
October 8, 2018	2:00 PM ET	Questions Due
October 12, 2018		Answers Posted
October 30, 2018	2:30 PM ET	Responses Due
November 8, 2018	2:00 PM ET	Electronic Posting of Notice of Intended Award

- 1.9 **PUBLIC MEETINGS:** A public Pre-Bid Conference for this ITB will be held on the dates and times indicated in Section 1.8, Calendar of Events. The conference will be held to provide Vendors with pertinent information, address questions, and clarify any provisions in the ITB that may not be fully understood. **Attendance at the Pre-Bid Conference is not mandatory.** The instructions for accessing this meeting is provided below:

Telephone number: (866) 574-0995
Access Code: 170133475

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).

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SECTION 2 SCOPE OF SERVICES

2.1 **BACKGROUND:** Citizens current office locations where the Services are needed are:

1. The Jacksonville Office, located at the TIAA Bank Center, 301 West Bay Street, Jacksonville, Florida 32202. This is a multi-tenant, Class A high-rise building in downtown Jacksonville. Citizens occupies 9 floors and has approximately 800 employees working from this facility. In addition to a main equipment room, there are two (2) network closets on each floor for a total of nineteen (19) rooms. The Services under this ITB are needed primarily for these rooms; the landlord is responsible for providing electrical services to areas outside of these rooms.
2. The Tallahassee Office, located at 2101 Maryland Circle, Tallahassee, Florida 32303. Citizens is the sole tenant of the Maryland Circle location, occupying all 3 floors with approximately 100 employees working from this facility. This is a Class A office building with two computer rooms (no additional network closets). The Services under this ITB are needed primarily for these rooms; the landlord is responsible for providing electrical services to areas outside of these rooms.

Citizens reserves the right to assign work to additional locations in the State of Florida during the life of the Contract, upon mutual consent. The rates for this work will not exceed the highest price entered by Vendor on Attachment H: Price Sheet, for the appropriate position. For instance, Citizens may in 2019 require a substantial amount of electrical work to decommission its current Tampa office. Additionally, Citizens has primary and back-up data centers located within third-party managed facilities (Tampa and Winter Haven) which may require occasional service. Vendor is under no obligation to accept assignments for work at these facilities.

Citizens' current provider for the Services is Miller Electric Company. This company received a contract award pursuant to a competitive solicitation in 2012, and may submit a Response to this ITB along with other Vendors.

The estimated spend for the Services to the Jacksonville and Tallahassee offices is \$25,000 per year, with work split evenly between the two offices. Actual expenses may vary.

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

- A. Through **Attachment D, Minimum Requirements Acknowledgment Form**, Vendor must certify that it meets certain minimum requirements relating to the ITB. Vendor must answer "Yes" to each of the minimum requirements listed in **Attachment D**. The requirements include certain state licensing requirements, years in business requirements, number of employees' requirements, and relevant prior experience requirements.
- B. Through **Attachment E, Responsible Vendor Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor is a "Responsible Vendor" as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a "Responsible Vendor" by Citizens' Vendor Management Office using the information contained on **Attachment E** and other available information.

- C. Through **Attachment F, Vendor Conflict of Interest Disclosure Form**, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in **Attachment F**.
- D. Through **Attachment G, Financial Documents**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity to perform the Services for the term of the Contract. Vendor must receive a PASS determination from Citizens' Vendor Management Office with the assistance of an independent CPA, regarding Vendor's financial stability, viability, and capacity as described in **Attachment G**.

2.3 DESCRIPTION OF SERVICES: The selected Vendor will provide the Services on a time and materials basis as described below. Detailed requirements and descriptions of Services for this ITB and the resulting Contract are set forth within Attachment I, Contract.

- A. **Electricians:** The employees assigned to perform the Services must be registered or certified electricians with the State of Florida, Department of Business and Professional Regulation. The assigned electrician may be accompanied and assisted by one or more helpers.
- B. **Type of Work:** Projects may include, but not be limited to, installing power whips, breaker panels, breakers, conduit, adding additional circuits, replacing panels and subpanels, adding dedicated lines and grounds, replacing motors, running telephone and computer wiring, providing electrical Services for the installation or decommission of project work, and other high and low voltage electrical work required by Citizens.
- C. **Labor and Materials:** Vendor will provide all labor, materials and equipment necessary to perform the Services including, but not limited to, lighting, power, electrical related fixtures, computer and telephone wiring and any other components required by Citizens to perform work on the exterior and interior of buildings.
- D. **Trash Removal:** Vendor is responsible for collecting and removing all surplus, discarded materials and any other trash/debris caused by work from Citizens property to a proper dumpsite approved for the disposal of each different type of material.
- E. **Coordination of Work:** Citizens Datacenter team will coordinate maintenance work windows, Technical Operations Center (TOC) Notifications, and ensure all systems are powered down, and power and low-voltage cables are disconnected. A Citizens employee will normally accompany the Vendor employee(s) at all times while on premises.

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- 2.4 RESPONSE TIMES:** Vendor must meet or exceed the following minimum response times for the specified severity levels. Vendor should account for these response times in the rates submitted on **Attachment H, Price Sheet**:

SEVERITY LEVEL	PHONE/EMAIL RESPONSE	ON-SITE RESPONSE TIME <i>(from notification of issue)</i>
Routine Calls	Two (2) Business Days	Five (5) Business Days
Emergency Calls*	Half (1/2) hour	Two (2) hours for Jacksonville Three (3) hours for Tallahassee
<i>*If Citizens asserts an issue is an Emergency, Vendor will not dispute it. All work must be scheduled at the convenience of Citizens so as not to interfere with ongoing business operations.</i>		

- 2.5 PRICING:** Vendors shall submit their rates for Services on **Attachment H: Price Sheet**.

- 2.6 CONTRACTUAL TERMS, CONDITIONS AND WARRANTIES:** Vendors receiving a contract award must sign a Contract memorializing the award. The Contract will be substantially as set forth in Attachment I, Contract.

Vendors should carefully review the Attachment I: Contract for detailed descriptions and requirements regarding insurance, indemnity, limitation of liability, warranty, and other important provisions prior to finalizing a Bid.

Any questions or request for changes may be raised in either the Pre-Bid Conference or in the Open Question period during this ITB. If Citizens and Vendor are unable to finalize the terms of the Contract, Citizens may withdraw the award and award to the next-ranked Vendor(s).

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SECTION 3 RESPONSE INSTRUCTIONS AND AWARD

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the ITB and ending on the date and time specified in Section 1.8, Calendar of Events. During that period, 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 ITB. Answers will constitute an amendment to the ITB only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS ITB, 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.

For ease of reference and clarity, Vendors are requested, but not required, to submit questions in the following format:

ITB Section No.	Page #	Question
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- 3.2 CHANGES TO ITB:** If any changes are made to this ITB, such changes will be formally noted through an amendment or addendum posted on Citizens' website. It is each Vendor's obligation to monitor Citizens' website to review amendments or addendums.
- 3.3 PUBLIC RECORDS:** By participating in this ITB process and submitting a Response, 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 (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 Responses and written communications regarding this ITB become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Responses 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 Response or written communication is 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 the record it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Response 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 Records 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 Response 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 Response 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 RESPONSE DUE DATE AND SUBMISSION:** Responses must be received by the Procurement Officer at the physical address on the Cover Page on or before the date and time specified in Section 1.8, Calendar of Events. Vendors should clearly identify the name of this ITB on the front of its Response as follows:

ITB No. 18-0037, Electrical Services

- 3.5 RESPONSE FORMAT:** This section prescribes the format in which Responses are to be submitted. Mandatory requirements or documents are identified in the referenced sections of this ITB by the specific term “**shall submit**” in bold type. Failure to provide or satisfy any of the mandatory documents or requirements **will result in disqualification of the Vendor as non-responsive, subject to Section 4.6.**

Citizens is under no obligation to look for responsive information contained in incorrect folders or that is not organized according to these instructions. All Responses should contain the folders outlined below. All Responses submitted should include numbered folders clearly separating and identifying each section as indicated below.

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 Response. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Response. If the other company's information is considered necessary for the evaluation of a Response, Citizens may require the other company to guarantee the performance or obligations of Vendor.

- A. Original CD Response: Vendor **shall submit** with their Response one (1) CD original of their entire Response.
- B. Redacted Copy of Response: In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Response containing a full “Redacted” electronic version of their Response in accordance with Section 3.3, above. This CD should be labeled “**Redacted Response**” and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the redacted Response, submit a redaction log providing a legal justification for each redaction (e.g. Trade Secret Protection).

3.6 RESPONSE CONTENTS: The purpose of Vendor's Response is to demonstrate its qualifications, competence and capacity to provide the Services in conformity with the requirements of this ITB. Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length. The Response should be organized as follows:

- The CD should have separate folders for each Response "Folder."
- Folders should be plainly titled "Folder 1," "Folder 2," etc., as shown below.



Folder 1



Folder 2

Attachments should be plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown in the example below.



Folder 1



Attachment A.pdf



Attachment B.pdf



Attachment C.pdf

- Each "Folder" should contain the following documents:

Folder 1. Optional Documents. In Folder 1, Vendor may submit the following:

1. Cover Letter / Executive Summary. Vendor may submit a cover letter or executive summary. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Response. Citizens requests that the letter not exceed two (2) pages and not include specific pricing terms.
2. Attachment A, Vendor Diversity Declaration Form
3. Attachment B, Certification of Drug-Free Workplace Form
4. Attachment C, Vendor Contact Information Form and Public Record Acknowledgement

Folder 2. Mandatory Requirements. In Folder 2, Vendor **shall submit** the following:

1. Attachment D, Minimum Requirements Acknowledgement Form
2. Attachment E, Responsible Vendor Review Form
3. Attachment F, Vendor Conflict of Interest Disclosure Form
4. Financial Documents (as required in Attachment G)
5. Attachment H, Price Sheet. (Failure to provide pricing as requested may result in Vendor's disqualification as non-responsive. Such failure may include adding conditional text to one or more fields within the Price Sheet or failing to complete all requested cells.)

- 3.7 CENTERPOINT REGISTRATION:** Citizens recently activated a self-service supplier registration system named CenterPoint. Prior to submitting a Response, Vendors are **highly encouraged** to visit the [Citizens website](#), register, and be provisionally approved in the system. For assistance with CenterPoint Registration Vendors should contact: vendor.inquiry@citizensfla.com.

In the event of award, Vendor is required to register in CenterPoint for purposes of invoicing and payment. Payment cannot be made until Vendor is set up in the system and Contract payments are authorized.

- 3.8 CONTRACT AWARD:** Citizens will award a Contract for the Services to the responsible and responsive Vendor who submits the lowest responsive bid on Attachment H, Price Sheet. A Notice of Intended Award will be electronically posted on Citizens website at the time specified in the Calendar of Events, Section 1.8.

The Vendor receiving a Contract award will be required to sign a Contract memorializing the award. (See, Contractual Terms, Conditions and Warranties, Section 2.6 above). If Citizens and Vendor do not agree on the final terms of the Contract, Citizens may award the Contract to the next lowest Vendor, or begin a new solicitation for the Services.

Work assignments will be issued electronically (via email or otherwise) and may contain additional terms as appropriate and mutually agreed upon.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. The execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens. Citizens may contract with other electrical contractors for the Services in its discretion to the extent permitted by law.

At all times during the term of the 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 (<http://dos.myflorida.com/sunbiz/>).

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SECTION 4

GENERAL CONDITIONS

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

- A. There may be a protest of the terms, conditions, and specifications contained in the ITB, including any provisions governing the methods for ranking bids, Responses, replies, awarding contracts, reserving rights for further awards, 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 ITB 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 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 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 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 Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this ITB 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 Section 627.351(6)(e), Florida Statutes, 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 RESPONSES: Citizens is not liable for any costs incurred by Vendor in responding to this ITB, including costs for materials, meetings and/or travel, if applicable.

4.3 USE OF RESPONSES: Other than Vendor's intellectual property, all Responses 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 Response. Acceptance or rejection of the Responses will not affect this right.

4.4 ELECTRONIC POSTING OF ITB ADDENDA AND NOTICES: Citizens will electronically post all notices, ITB documents, amendments and addenda on Citizens' website, which is located at <https://www.citizensfla.com/solicitations>.

- 4.5 **WITHDRAWAL OF A RESPONSE:** All Responses submitted by Vendors will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Response may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Responses Due Date.
- 4.6 **MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Response if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Response Due Date, to submit documents that were inadvertently omitted from a Response 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 Response not submitted in the manner specified by this ITB.
- 4.7 **NO MISREPRESENTATIONS:** All information provided and representations made by Vendor relating to this ITB or contained in Vendor's Response 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 Response. 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.
- 4.8 **NO CONFLICTS OF INTEREST:** Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the Services required under this ITB.
- 4.9 **ACCEPTANCE OF TERMS:** Submission of a Response constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this ITB.
- 4.10 **TIE BREAKING PROCESS:** In the event a tie occurs in the score of two or more Vendors, Citizens will determine the recommended Vendor for Contract award based upon the following criteria (listed in order of priority):
- All goods / services of Vendor are manufactured / performed in Florida;
 - Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
 - All goods / services of Vendor are manufactured / performed in the United States; and
 - Vendor is a foreign manufacturer with employees in Florida, as designated in Section 287.092, Florida Statutes.

If none of the above criteria resolves the tie, Citizens will conduct a coin toss to determine the recommended Vendor for Contract award. The tied Vendors will be informed of the tie, and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The Director of Purchasing Services or designee will ensure at least one witness is present during the coin toss and will document the results.

- 4.11 **SUBSEQUENT CONTRACT AWARDS:** If a Contract entered into pursuant to this ITB is terminated for cause by Citizens or terminated without cause by Vendor, Citizens reserves the right to re-procure substitute Services with the next-lowest, responsive and responsible Vendor under this ITB. If Citizens fails to contract with the next-lowest 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.
- 4.12 **ENTIRE SOLICITATION:** This ITB constitutes the entire understanding of the parties with respect to the solicitation of the Services hereunder. No decisions or actions will 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