



**REQUEST FOR PROPOSALS No. 18-0033
FOR
SINKHOLE STABILIZATION SERVICES**

PROPOSAL DUE DATE: October 17, 2018

[See Section 1.8 for the Calendar of Events]

Refer ALL Inquiries to:

Jason Atwood, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone: (850) 521-8328
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

SECTION 1 – INTRODUCTION

- 1.1 Statement of Purpose
- 1.2 Definitions
- 1.3 Citizens Background
- 1.4 Diversity
- 1.5 Taxes
- 1.6 Contract Term
- 1.7 No Contact or Lobbying
- 1.8 Calendar of Events
- 1.9 Public Meetings

SECTION 2 – SCOPE OF SERVICES

- 2.1 Background
- 2.2 Minimum Qualifications
- 2.3 Description of Services
- 2.4 Contractual Terms and Conditions

SECTION 3 – PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

- 3.1 Questions
- 3.2 Changes to RFP
- 3.3 Public Records
- 3.4 Proposal Due Date and Submission
- 3.5 Proposal Format
- 3.6 Proposal Contents
- 3.7 Evaluation Process
- 3.8 Execution of Contract

SECTION 4 – GENERAL CONDITIONS

- 4.1 Protests
- 4.2 Costs of Preparing Proposals
- 4.3 Use of Proposals
- 4.4 Electronic Posting of RFP Addenda and Notices
- 4.5 Withdrawal of a Proposal
- 4.6 Minor Irregularities
- 4.7 No Misrepresentations
- 4.8 No Conflicts of Interest
- 4.9 Acceptance of Terms
- 4.10 Tie Breaking Process
- 4.11 Subsequent Contract Awards
- 4.12 Entire Solicitation

ATTACHMENTS

Attachment A – Vendor Diversity Declaration Form
Attachment B – Certification of Drug-Free Workplace Form
Attachment C – Vendor Contact Information and Public Record Acknowledgement
Attachment D – Minimum Requirements Acknowledgment Form
Attachment E – Responsible Vendor Review Form
Attachment F – Vendor Conflict of Interest Disclosure Form
Attachment G – Financial Review
Attachment H – Vendor Questionnaire
Attachment I – Attachment I, Sinkhole Stabilization Services Draft Agreement

CHECKLISTS

The following checklist identifies the mandatory documents that must be included in a Proposal. Failure to 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 Proposal on a compact disc (CD);	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Proposal on CD (required only if Vendor considers portions of its Proposal 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	
<input type="checkbox"/>	Attachment F, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment G)	
<input type="checkbox"/>	Attachment H, Vendor Questionnaire	3.6, Folder 3

The following checklist identifies the non-mandatory documents that may be included in a Proposal.		
	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6, Folder 1
<input type="checkbox"/>	Attachment A, Vendor Diversity Declaration Form	
<input type="checkbox"/>	Attachment B, Certification of Drug-Free Workplace Form	
<input type="checkbox"/>	Attachment C, Vendor Contact Information and Public Record Acknowledgement	

Citizens has recently activated a new self-service Supplier Registration system named CenterPoint. Vendors are highly encouraged to visit the Citizens website and click the Register button. The CenterPoint system allows vendors to enter registration information, tax id, W-9, etc.

SECTION 1 INTRODUCTION

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed proposals (**Proposals**) from firms (**Vendors**) capable of providing sinkhole stabilization services within the framework of a Managed Repair Program (MRP or Program). (**Services**). Awarded vendors will be added to Citizens' network of MRP Vendors. This Solicitation is for sinkhole stabilization services only - structural and building repairs are outside the intended scope of services of this Solicitation. The Services are more fully described in Section 2 of this Request for Proposals (**RFP**).

Citizens intends to select a sufficient number of Vendors to create a panel of highly qualified resources to meet its needs. The selected Vendors will be required to sign a Contract substantially in the form as set forth in Attachment I. Citizens will assign work under the Contracts on a case by case basis as the need arises and based on considerations in effect at that time. Citizens cannot guarantee how much work, if any, will be made to a particular Vendor.

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

- A. **Citizens** – means Citizens Property Insurance Corporation.
- B. **Contract** – means the contract with a Vendor for Services that results from this RFP.
- C. **Fail** - means the MRP Vendor's Response did not satisfy the solicitation requirement(s).
- D. **Policyholder** – means an Insured named in the Declarations page of the Citizens' insurance policy;
- E. **Procurement Officer** – means the Citizens employee identified on the cover of this RFP.
- F. **Proposal** – means materials submitted by Vendor pursuant to this RFP.
- G. **RFP** – this Request for Proposals and all attachments, amendments and addenda.
- H. **Services** – means all the activities of Vendor which are collectively necessary to provide the services to Citizens pursuant to this RFP.
- I. **Vendor** – means an entity responding to this RFP.
- J. **Trade Secrets** - means any information considered exempt from public records disclosure as a trade secret under Florida law;

- 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 Proposals to this RFP.

- 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 Contract term is anticipated to be three (3) years. At Citizens' discretion, the Contract may be renewed for up to three (3) one-year renewal periods.
- 1.7 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 Proposal. 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.
- 1.8 CALENDAR OF EVENTS:** Listed below are important events, dates and times relevant to this RFP. 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
9/14/2018		RFP Released
9/20/2018	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
9/27/2018	2:00 PM ET	Questions Due
10/10/2018		Answers Posted
10/17/2018	2:30 PM ET	Proposals Due
11/16/2018	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Proposals to Announce Intent to Award Contract(s)

- 1.9 PUBLIC MEETINGS:** Public meetings related to this RFP will be held on the dates and times indicated in Section 1.8, Calendar of Events. The instructions for accessing each meeting are provided below:

Telephone number: (866) 574-0995
Access Code: 819034037#

Any person requiring an accommodation because of a disability should contact the Procurement Officer at least five business days prior to the public meeting. A person who is hearing or speech

impaired can use the Florida Relay Service at (800) 955-8771 (TDD operator).

- A. **Pre-Bid Conference:** A telephonic Pre-Bid Conference will be held to provide Vendors with pertinent information, address questions, and clarify any provisions in the RFP that may not be fully understood. **Attendance at the Pre-Bid Conference is not mandatory.**
- B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the evaluation committee to rank the Proposals based on evaluation criteria set forth in Section 3 and announce its intent to award the Contract(s). **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 Proposals may occur between any of the evaluation committee 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 is seeking to add Vendors to its Sinkhole Managed Repair Program (MRP) to provide sinkhole stabilization services only. Related structural and building repairs are outside the intended scope of services at this time.

This Solicitation will result in the addition of Vendors to the experienced and credentialed network of MRP Vendors that will provide services pursuant to the prospective MRP contract. Policyholders will participate in a voluntary Sinkhole MRP when they have a sinkhole-determined loss.

A list of Active MRP Vendors (i.e., Vendors in compliance with all Program requirements) will be provided to the Policyholder from which they will make a MRP Vendor selection. Citizens will then assign the project to that selected Active MRP Vendor.

- 2.2 MINIMUM QUALIFICATIONS:** The minimum qualifications for this RFP 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 RFP, 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 RFP. Vendor must answer “Yes” to each of the minimum requirements listed in **Attachment D**.
- 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 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 G**.

- 2.3 DESCRIPTION OF SERVICES:** The service requirements for this RFP are contained entirely within this RFP and Attachment I, Sinkhole Stabilization Services Draft Agreement and are expected to be delivered by Vendors responding to this RFP. Any exceptions should be clearly identified in Vendor’s Proposal. Upon execution of the contract, MRP Vendors will provide Sinkhole Stabilization Services to Citizens Policyholders. The extent of stabilization services provided by MRP Vendors will be governed by a Statement of Work (SOW) created by Citizens’ Engineering Firm. The SOW may be revised or modified by the Engineering Firm based upon changes in new or newly determined conditions at the project site or by Citizens in revisions to business practices,

legislative mandates and/or regulatory requirements. Services provided shall meet or exceed all service levels described in Attachment I, Sinkhole Stabilization Services Draft Agreement.

Vendors are encouraged to offer additional services and solutions in their Proposal to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be incorporated into the Contract.

- 2.4 CONTRACTUAL TERMS AND CONDITIONS:** Vendors receiving a contract award must sign a Contract memorializing the award. 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](#). The contract will be substantially as set forth in Attachment I, Sinkhole Stabilization Services Draft Agreement. After receiving an award, Vendor may propose limited changes to the Draft Contract that Vendor asserts are necessary to conform to industry standards and customs. 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).

Please note that Vendors are not expected or required to submit proposed edits to the Draft Contract until after Citizens announces its' Intent to Award Contracts. Any questions concerning this process or particular Contract provisions may be raised in either the Pre-Bid Conference or in the Open Question period during this RFP.

****THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK****

SECTION 3 PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the RFP 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 Section 1.8, 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 RFP. Answers will constitute an amendment to the RFP only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS RFP, 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 requested, but not required, to submit questions in the following format:

RFP Section No.	Page #	Question
-----------------	--------	----------

- 3.2 CHANGES TO RFP:** If any changes are made to this RFP, 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 RFP process and submitting a Proposal, 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 Proposals and written communications regarding this RFP become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Proposals 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 Proposal 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 Proposal 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 Proposal 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 Proposal 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 PROPOSAL DUE DATE AND SUBMISSION:** Proposals 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 RFP on the front of its Proposal as follows:

RFP No. 18-0033, Sinkhole Stabilization Services

- 3.5 PROPOSAL FORMAT:** This section prescribes the format in which Proposals are to be submitted. Any information deemed appropriate by Vendor may be included, but is required to be placed within the applicable folders. Mandatory requirements or documents are identified in the referenced sections of this RFP 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 Proposals must contain the folders outlined below. All Proposals submitted should include numbered folders clearly separating and identifying each section as indicated below.








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 Vendor's capabilities are or what items/services it can provide, even if the Vendor has previously contracted with Citizens. Proposals are evaluated solely on the information and materials provided in the Proposal. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Proposals.

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

- A. Original CD Proposal: Vendor **shall submit** with their Proposal one (1) CD original of their entire Proposal.
- B. Additional Hardcopy Proposal(s): Vendor **shall submit** three (3) identical hardcopies of the original CD Proposal. **The hardcopy Proposals and original CD Proposal will be used for review and evaluation purposes and should be identical in form and content.**
- C. Redacted Copy of Proposal: In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Proposal containing a full "Redacted" electronic version of their Proposal in accordance with Section 3.3, above. This CD should be labeled "**Redacted Proposal**" and be void of any information Vendor deems exempt from Florida's

Public Records Laws. Along with the redacted Proposal, submit a redaction log providing a legal justification for each redaction (e.g. Trade Secret Protection).

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

- The CD should have separate folders for each Proposal "Folder."
- Folders should be plainly titled "Folder 1," "Folder 2," etc., as shown below.
 Folder 1  Folder 2  Folder 3
- Attachments should be plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown below.
 Folder 1
 Attachment A.pdf
 Attachment B.pdf
 Attachment C.pdf
- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each "Folder" should contain the documents as requested below.

Folder 1. Overview. 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 Proposal. 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 and Public Records Acknowledgement Form

Folder 2. Minimum Qualifications. 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 requested in Attachment G)

Folder 3. Vendor Questionnaire. In Folder 3, Vendor **shall submit Attachment H**, Vendor Questionnaire.

- 3.7 EVALUATION PROCESS:** Citizens will review all Proposals to determine compliance with mandatory requirements. Proposals that comply with mandatory requirements will be forwarded to the evaluation committee members for individual and independent review using the allocation of points indicated below. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Proposals.

ATTACHMENT	EVALUATION CRITERIA		MAXIMUM POINTS
H	Vendor Questionnaire	Corporate Qualifications and Experience	35
		Stabilization Projects	40
		Service Methodology	25
Total Points:			100

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the Pricing Scores to determine the initial ranking of Vendors. In the Evaluation Committee public meeting, evaluators may change their initial scores based on their discussions with other evaluation committee members and any subject matter experts. A Contract may be awarded to the responsible and responsive Vendor(s) whose Proposal receives the highest average score.

- 3.8 EXECUTION OF CONTRACT:** Following the Evaluation Committee Public Meeting, Vendors will be expected to sign a final Contract which incorporates terms and conditions substantially as set forth within Attachment I, Sinkhole Stabilization Services Draft Agreement. Vendors receiving an award may propose limited changes to the Draft Contract as needed to conform the Draft Contract to industry standards and customs. If Citizens and Vendor cannot agree on the final terms of the Contract, Citizens may award the Contract to the next ranked Vendor or begin a new solicitation for the Services.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens. In the event of award, Vendor(s) are required to register on Centerpoint for purposes of invoicing and payment.

Citizens may use other Vendors for the Services and is not required to contact more than one Vendor about an assignment. No Vendor, including the top-ranked Vendor(s), is entitled to be contacted about any work assignment or to receive any particular volume of work. Work assignment decisions will be made by Citizens at its discretion based on considerations in effect at the time of the assignment.

****THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK****

SECTION 4

GENERAL CONDITIONS

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

- A. There may be a protest of the terms, conditions, and specifications contained in the RFP, including any provisions governing the methods for ranking bids, proposals, 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 RFP 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 RFP 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 PROPOSALS: Citizens is not liable for any costs incurred by Vendor in responding to this RFP, including costs for materials, meetings and/or travel, if applicable.

4.3 USE OF PROPOSALS: Other than Vendor's intellectual property, all Proposals become the property of Citizens and, Public Records, 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 Proposal. Acceptance or rejection of the Proposals will not affect this right.

4.4 ELECTRONIC POSTING OF RFP ADDENDA AND NOTICES: Citizens will electronically post all

notices, RFP documents, amendments and addenda on Citizens' website, which is located at <https://www.citizensfla.com/solicitations>.

- 4.5 WITHDRAWAL OF A PROPOSAL:** All Proposals 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 Proposal that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Proposal may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Proposal Due Date.
- 4.6 MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Proposal if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Proposal Due Date, to submit documents that were inadvertently omitted from a Proposal 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 Proposal not submitted in the manner specified by this RFP.
- 4.7 NO MISREPRESENTATIONS:** All information provided and representations made by Vendor relating to this RFP or contained in Vendor's Proposal 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 Proposal. 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 RFP.
- 4.9 ACCEPTANCE OF TERMS:** Submission of a Proposal constitutes acceptance by Vendor of the mandatory requirements, terms and conditions contained in this RFP.
- 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 shall 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 RFP is terminated for cause by Citizens or terminated without cause by Vendor, Citizens reserves the right to re-procure substitute Services with the next-ranked eligible Vendor under this RFP. 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.
- 4.12 ENTIRE SOLICITATION:** This RFP 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