

REQUEST FOR PROPOSALS No. 17-0024 FOR AUDIO VISUAL SYSTEMS REPAIR, MAINTENANCE AND SUPPORT SERVICES

PROPOSAL DUE DATE: November 17, 2017

[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.

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Attachment A – Vendor Diversity Declaration Form

Attachment B – Certification of Drug-Free Workplace Form

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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
One (1) electronic version of the Proposal on a compact disc (CD);	3.5. A.
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.
Attachment D, Minimum Requirements Acknowledgement Form	
Attachment E, Responsible Vendor Review Form	3.6, Folder 2
Attachment F, Vendor Conflict of Interest Disclosure Form	
Financial Documents (as requested in Attachment G)	3.6, Folder 3
Attachment H, Vendor Questionnaire	3.6, Folder 4
Attachment I, Price Sheet	3.6, Folder 5

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

NON-MANDATORY DOCUMENTS	SECTION
Cover Letter	
Attachment A, Vendor Diversity Declaration Form	2.6 Folder 1
Attachment B, Certification of Drug-Free Workplace Form 3.6, Folder 1	
Attachment C, Vendor Contact Information	

SECTION 1 INTRODUCTION

1.1 <u>STATEMENT OF PURPOSE</u>: Citizens Property Insurance Corporation (Citizens) is seeking competitive sealed proposals (Proposals) from firms (Vendors) capable of providing repair, maintenance and support services (Services) for Audio Visual Systems equipment at Citizens' three office locations in Florida (Jacksonville, Tallahassee and Tampa). Vendors receiving an award will also be eligible to sell Audio Visual Systems products and accessories to Citizens as needed.

Citizens specifically requests on-site technical support services for such things as installation, integration, relocation, troubleshooting, repairs, and preventative maintenance for existing equipment. Additionally, Citizens may request engineering, programming, and consulting services, as well as remote technical support whereby Citizens technical staff can confer with Vendor technical staff via telephone on an as-needed basis Monday through Friday from 8am-5pm ET excluding holidays. All Services are to be billed on a time & materials basis.

Vendors must provide all services to be eligible for an award. Citizens desires Vendors who can provide the Services in all three cities - Jacksonville, Tallahassee, Tampa, (See Part A, Attachment H, Vendor Questionnaire); however, Citizens is willing to contract with Vendors who can only provide the Services in one or two of the cities.

Vendors must satisfy the following minimum requirements to be eligible for award:

MINIMUM RESOURCE AND EXPERIENCE REQUIREMENTS

Vendor has permanent office space located within either Duval County Florida, Leon County Florida, or Hillsborough County Florida from which vendor's base operations are conducted.

Vendor and/or Principal has provided audio visual systems repair, maintenance and support services, substantially similar to Citizens' Services objectives as detailed in the RFP, for at least two (2) years.

The Services are more fully described in Section 2 of this RFP.

Please note that services for standard office telephone and laptop equipment are not included in this RFP.

- **1.2 <u>DEFINITIONS</u>**: In addition to other terms defined in this RFP, the following terms shall have the following meanings:
 - A. Citizens means Citizens Property Insurance Corporation, a governmental entity within the State of Florida.
 - **B. Contract** means the contract with a Vendor for Products and Services that results from this RFP.
 - **C. Product**(s) means all tangible property (including equipment, software and accessories), purchased pursuant to this RFP and the Contract;
 - D. Procurement Officer means the Citizens employee identified on the cover of this RFP.
 - **E. Proposal** means materials submitted by Vendor pursuant to this RFP.

- **F. RFP** this Request for Proposals and all attachments, amendments and addenda.
- **G. Services** means all the activities of Vendor provided to Citizens pursuant to this RFP and the Contract.
- **H. Vendor** means an entity responding to this RFP.
- 1.3 <u>CITIZENS BACKGROUND</u>: 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.
- **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** <u>TAXES</u>: 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. Subject to mutual agreement of the parties, the Contract may be renewed for one (1) additional year.
- 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			
10/25/2017		RFP Released			
10/27/2017	11:00 AM ET	Pre-Bid Conference (Not Mandatory)			
10/31/2017	5:00 PM ET	Questions Due			

CALENDAR OF EVENTS					
DATE	TIME	EVENT			
11/3/2017		Answers Posted			
11/17/2017	2:30 PM ET	Proposals Due			
12/6/2017	11:00 AM 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: 7359982#

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.

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SECTION 2 SCOPE OF SERVICES

2.1 <u>BACKGROUND</u>: Citizens currently has three (3) office locations in Florida. Approximately 51% of its audio visual systems equipment is located in Jacksonville, 18% in Tallahassee, and 31% in Tampa. A list of the audio visual systems equipment used at these locations is included as **Attachment K, Citizens Room Description and Equipment Inventory**. Citizens does not expect any significant additions or deletions from this list in the foreseeable future, except as may be recommended by the manufacturer for repairs and refreshes. However, within the first 2 years of contract execution, the amount of equipment located in the Tampa location may be significantly reduced.

For several years, Citizens purchased audio visual systems products and services through a State of Florida State Term Contract. That contract recently expired and has been replaced with a contract that does not encompass all requirements for Citizens to meet its audio visual system needs.

- **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 following minimum requirements as 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. The financial information is also considered a trade secret per Section 812.081. Florida Statute.
- **2.3 SCOPE OF SERVICES:** The following Services are expected to be delivered by Vendors responding to this RFP. Any exceptions must be clearly identified in Vendor's response to **Attachment H, Vendor Questionnaire**.
 - A. <u>Technical Support Services</u>: Upon request, Vendors must provide On-Site Services. These Services include installation, diagnostics, repair, and preventative maintenance for new and existing equipment maintained by Citizens (see Attachment K). Preventative maintenance includes operational health testing and routine maintenance (cleaning,

alignment adjustments, log reviews and remediation of identified problems).

Vendor must provide an acknowledgment of a request for services via email or telephone within 2 hours of the request. On-Site response time is expected to be 24 hours after request (except preventative maintenance visits, which would typically occur within 10 calendar days after request). Vendor will be paid on a time and materials basis. Any travel must be pre-authorized by Citizens.

Vendor must submit written maintenance reports as reasonably required for all on-site visits.

- **B.** <u>Specialized Services</u> as requested by Citizens, including system integration, planning, designing, or engineering.
- C. Remote Technical Support Services: Vendors may be requested to provide remote technical phone support services to Citizens employees or staff to facilitate manufacturer repair or replacement programs with onsite Field Technician dispatch if necessary, and access to manufacturer published software updates and upgrades for covered assets. Phone support services and Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM ET excluding holidays.
- Value Added Services: Vendors are encouraged to offer any other value added services that are associated with the audio visual systems needs of Citizens (e.g., training, etc.) under Part B, of Attachment H, Vendor Questionnaire and under the optional support tab of Attachment I, Price Sheet.
- E. Product Sales. In addition to Services, Vendors shall offer Products to Citizens. If on State Term Contract or GSA, Vendor shall provide at that price or lower. If equipment is not on STC or GSA, Vendor includes a discount of pricing in Tab 3 of Attachment I, Price Sheet. The terms of sale shall be as set forth in a mutually agreed upon Purchase Order. Typical sales will include the following:
 - 1. Inside delivery, with buyer set-up and installation.
 - 2. Minimum 1-year warranty for parts coverage and support from time of installation and Citizens acceptance of completion. (Minimum is not from date of manufacture.)
 - 3. Maximum two (2) business days warranty repair time, or replace with comparable equipment (replace with new equipment during the warranty period).
 - 4. Access to all software or firmware updates installed or bundled with the Product for the term of the full warranty.
 - 5. Thirty (30) day money back guarantee, return to vendor, with no restocking fee or comparable charge
 - 6. standard end-user training
- 2.4 <u>VENDOR STAFFING REQUIREMENTS:</u> Vendor will be expected to have the following staff (employees or contractors) available to perform the Services. All staff shall be properly trained, qualified, and have the requisite manufacturer's certification to perform the requested Service(s). All staff must comply with all reasonable administrative requirements of Citizens and all controlling laws and regulations relevant to the Services. [Note: The following staff positions will be used for billing purposes. One person may qualify/serve under multiple positions. Citizens and Vendor will mutually agree on what type of staff (and therefore hourly rate) is appropriate for a particular assignment.]

A. Technician:

 Under direct supervision, monitors, operates, installs, repairs and maintains AV systems and equipment in addition to troubleshooting any type of hardware or software problems to ensure that systems perform in a manner which best meets business needs and objectives.

- Responsible for the installation, maintenance, and repair of AV equipment.
- Assists in the installation of AV systems and equipment for new facility locations.
- Possesses knowledge of AV switching, controls, processing, cabling and various analog and digital signaling systems.
- Has knowledge of AV mixing, digital processing, architecture and operating procedures, uploading control and automation programs, configuration and GUI interfaces.
- Must be able to read engineering drawings and terminate cables and grounding systems.

B. Engineer:

- Provide technical oversight of a project from conception through installation and completion.
- Review hour estimation for work based on needs analysis, scope of work and bid requirements.
- Develop engineering and architectural (RCP/Floor Plan) drawings, calculations, acoustical modeling.
- Identify and address technical or logistical impediments to delivering scope of work.
- Identify special requirements for project, including but not limited to: test equipment, specialized tools, rigging support.
- Test audio DSP or video processing systems software required for system functionality.
- Provide engineering support to project installation team when needed.
- Provide technical oversight on commissioning of systems both in-house and onsite
- Provide weekly project updates for clients.
- Responsible for monitoring project budget.
- Design wall plates and overlays.
- Test integrated systems and perform troubleshooting when needed.
- Provide engineering and control system programming support to project installation team when needed.
- Coordinate with Project Manager to assist with securing the necessary personnel for installation.
- Support Project Manager in project hand-off to the installation team when needed.
- Provide Project Manager documented test results from system testing and commissioning.
- Review project designs created by internal and external resources.
- Ability to travel to various job sites required.

C. Programmer:

- Able to read and interpret AV systems drawings.
- Gather programming requirements.

- Produce new modules and interfaces.
- Control System programming design to meet requirements and system capabilities.
- User Interface programming to meet requirements and system capabilities.
- Install control programs and touch panel design onsite, offsite, and remotely in physical systems.
- Perform commissioning and acceptance testing of code.
- Test integrated systems and perform troubleshooting as needed.
- Demonstrate completed system to Citizens.
- Create programming-related documentation to include scope of work and training materials.
- Maintain and update programming and code in installed systems.
- Maintain control code in accessible location.
- Travel to various job sites required.

D. Consultant:

- Applies administrative, consultative, and technical expertise in fulfillment of Services.
- Planning, organizing, executing, and controlling project tasks in successful delivery of services.
- Interfacing with client on a day-to-day basis to ensure delivery of project status.
- Applying a broad set of management skills and technical expertise as a project leader.
- Providing solutions through analysis.
- Directing subordinates in the completion of tasks orders.
- Organizing, directing, and managing support services.
- Assigning tasks and overseeing projects.
- Directing project activities in fulfillment of contract deliverables and Services.
- Training Citizens personnel.

E. Project Manager:

- Review & understand scope of work and service requirements to determine time to deliver, allotment of available and required internal and/or third party resources to various phases of project (people and dollars).
- Responsible for coordinating all activities associated with the timely, accurate, and on-budget completion of the project, according to established project management procedures using MS Project on SharePoint and project workbook.
- Responsible for leading a Project Kickoff meeting among Sales, Technical engineers, Citizens' resources, Technical Support mgmt., Finance (as needed), Third Party resources (as needed).
- Responsible for effective communication with Citizens staff including change orders and delivery, on-site visits (as needed).

- Provide regular updates to Citizens Contract Manager including standard status review meetings.
- Review project status weekly to keep it on schedule financially, identify problem areas, and spearhead resolution.
- Raise awareness immediately to Citizens regarding potential claims or back charges or any large costs that will affect Citizens financially on assigned projects.
- Ensure that any scope, schedule, cost or change of terms are handled in accordance to stated change order procedures.
- Retain responsibility for resolving all project related issues.
- Attend weekly team review of all projects and statuses and utilization. Raise any issues to Citizens at this time for escalation.
- Prepare project reports as requested. Keep accurate files and records of project status and activities via project workbook, Project Server and plan and change orders.
- Maintain and develop strong relationship with Citizens with direct interaction with focus on improving customers' perception of service, quality, on time delivery, responsiveness, and problem solving.
- Respond to communications from Citizens regarding problems or concerns in a timely and professional manner by returning all phone calls or emails by the end of each business day.
- Drive project results to satisfy Citizens requirements.
- Travel to various job sites required.

F. <u>Design Engineer</u>:

- Design, build, document, maintain and promote a World Class AV & conference room environment.
- Ensure effective oversight of AV integrators, partners and vendors on the timely delivery of AV projects.
- Bridge the collaboration gap between Desktop, Mobile and the conference room.
- Enhance the reliability of our environment, ensuring continual improvement of existing and future deployments.
- Act as IT technical project lead for all new and refresh conference room installations.
- Develop and maintain AV standards, drawings, and documentation.
- 2.5 CONTRACTUAL TERMS AND CONDITIONS: Vendors receiving a contract award must sign a Contract memorializing the award. The contract will include Citizens terms substantially as set forth in Attachment J, Citizens Draft Contract. Vendor may submit a proposed contract with their reply. 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).

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.

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. 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
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- 3.2 <u>CHANGES TO RFP</u>: 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 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. 17-0024, Audio Visual Systems Repair, Maintenance and Support Services

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. <u>Original CD Proposal</u>: Vendor **shall submit** with their Proposal one (1) CD original of their entire Proposal.
- B. 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.







• 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:
 - 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 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
- **Folder 3.** <u>Financial Documents.</u> In Folder 3, Vendor **shall submit** the financial documents requested in Attachment G.
- **Folder 4.** <u>Vendor Questionnaire</u>. In Folder 4, Vendor **shall submit** Attachment H, Vendor Questionnaire.
- **Folder 5.** Pricing. In Folder 5, Vendor shall submit Attachment I, Price Sheet. Failure to provide pricing as requested may result in the 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 including renewal pricing.
- 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.

A. Evaluation Criteria: The following reflects the maximum number of points that may be awarded:

ATTACHMENT	EVALUATIO	MAXIMUM POINTS	
н	Vendor Questionnaire	Corporate Qualifications and Relevant Experience	40
		Proposed Staff Qualifications	30
I	Pricing		30
Total Points:			100

<u>Pricing Score</u>. The following formula will be used to award points for Pricing:

Hourly Average Rate Price Technician. The lowest proposed On-Site Technical Support
rate for a Technician from all responsive Vendors will be awarded 15 points and henceforth
be known as Lowest Hourly Rate Technician (LHRT). Proposals of other Vendors will be
scored using the following formula: LHRT divided by the Proposal Rate Technician (PRT)
being considered times maximum points of 15.

Formula: (LHRT / PRT) x 15 = Hourly Rate Pricing Score Technician

Hourly Average Rate Price Programmer. The lowest proposed On-Site Technical Support
rate for a Programmer from all responsive Vendors will be awarded 15 points and
henceforth be known as Lowest Hourly Rate Programmer (LHRP). Proposals of other
Vendors will be scored using the following formula: LHRP divided by the Proposal Rate
Programmer (PRP) being considered times maximum points of 15.

Formula: (LHRP / PRP) x 15 = Hourly Rate Pricing Score Programmer

The Pricing Scores from above will be added together for the Final Pricing Score.
 Maximum Points of 30 points.

<u>Evaluation Committee Meeting</u>. 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(s).

3.8 <u>EXECUTION OF CONTRACT</u>: 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 J, Citizens Draft Contract.

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.

Citizens may use other Vendors for the Products and 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 proposed purchase or to receive any particular volume of work. Purchasing decisions will be made by Citizens at its discretion based on considerations in effect at the time of the purchase.

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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,

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 <u>USE OF PROPOSALS</u>: 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 <u>WITHDRAWAL OF A PROPOSAL</u>: 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 <u>NO MISREPRESENTATIONS</u>: 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 <u>TIE BREAKING PROCESS</u>: 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 whether Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes. If the above criteria does not resolve 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 contract for 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.

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