



**REQUEST FOR PROPOSALS NO. 16-0013
FOR
BUSINESS INSURANCE AGENT OF RECORD**

June 10, 2016

Refer ALL Inquiries to:

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

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

TABLE OF CONTENTS

SECTION 1 – INTRODUCTORY MATERIALS

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

SECTION 2 – SCOPE OF SERVICES

- 2.1 Project Background
- 2.2 Definitions
- 2.3 Minimum Requirements
- 2.4 Services

SECTION 3 – RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

- 3.1 Questions
- 3.2 Changes to Solicitation
- 3.3 Responses Submitted Are Public Records
- 3.4 Response Due Date and Submission
- 3.5 Response Format
- 3.6 Response Contents
- 3.7 Review and Evaluation Process
- 3.8 Execution of Contract
- 3.9 Vendor's Representation and Authorization

SECTION 4 – SOLICITATION GENERAL CONDITIONS

- 4.1 Protests
- 4.2 Corporate Change
- 4.3 Costs of Preparing Responses
- 4.4 Disposal of Responses
- 4.5 Electronic Posting
- 4.6 Firm Response
- 4.7 Withdrawal of a Response
- 4.8 Minor Irregularities / Material Deviations
- 4.9 Misrepresentation
- 4.10 No Prior Involvement and Conflicts of Interest
- 4.11 Rejection of Responses
- 4.12 Tie Breaking Process
- 4.13 Negotiation Subsequent to Termination for Cause
- 4.14 Verbal Instructions

ATTACHMENTS:

The below list of forms and documents pertain to this competitive solicitation. It is the Vendor's responsibility to review and submit all requested forms and information with their Response.

Attachment A – Minimum Requirements Acknowledgement Form
Attachment B – Responsible Vendor Review Form
Attachment C – Vendor Conflict of Interest Disclosure Form
Attachment D – Corporate Background Form
Attachment E – Financial Review
Attachment F – Price Sheet
Attachment G – Draft Contract
Attachment H – Vendor Diversity Declaration Form
Attachment I – Business Insurance Agent of Record Services Questionnaire

SPECIAL NOTE: When an item is identified in this solicitation using the specific term “**shall submit**” in bold type, such item is a mandatory submission requirement of the Vendor's Response. Failure to provide the specified mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) prior to completion of the Responsiveness Review Period, will result in disqualification of the Vendor (as non-responsive).

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist ("Checklist") identifies the mandatory submission requirements that must be included in the Vendor's Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term "**shall submit**" in bold type. Failure to provide any of the below mandatory submission requirements prior to completion of the Responsiveness Review Period **will result in disqualification** of the Vendor (as non-responsive).

A Vendor may also be deemed non-responsive (and therefore disqualified) if they fail to meet substantive or technical requirements of the solicitation. This Checklist does not detail the substantive or technical requirements that are identified throughout the solicitation.

	MANDATORY SUBMISSION REQUIREMENTS	SECTION(S)
<input type="checkbox"/>	Timely Response: Response submitted according to the due date, time and location provided in Section 1.7, Calendar of Events	1.7
<input type="checkbox"/>	One (1) electronic version of the Response in the form of a compact disk (CD);	3.5. A.
<input type="checkbox"/>	Attachment A, Minimum Requirements Acknowledgement Form	3.6, Folder 1
<input type="checkbox"/>	Attachment B, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment C, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment D, Corporate Background Form	
<input type="checkbox"/>	Attachment E, Financial Review documents	3.6, Folder 4
<input type="checkbox"/>	Attachment F, Price Sheet	3.6, Folder 2

ADDITIONAL SUBMISSION DOCUMENTS		
Provided below is a checklist of non-mandatory documents that also relate to this solicitation.		
	DOCUMENT	SECTION(S)
<input type="checkbox"/>	One redacted copy of Response on CD (if applicable)	3.5. B.
<input type="checkbox"/>	Attachment H, Vendor Diversity Declaration Form (if applicable)	3.6, Folder 3
<input type="checkbox"/>	Attachment I, Business Insurance Agent of Record Services Questionnaire	

SECTION 1 INTRODUCTORY MATERIALS

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking Responses from Vendors capable of providing comprehensive business insurance related services, (the “Services”), as more fully described herein and in the contract attached as Attachment G, Draft Contract. Citizens’ objective is to contract with Vendor(s) who have the insurer-appointed personnel, resources, and expertise necessary for the successful and prudent quotation, placement and servicing of business insurance products for Citizens. Vendor will also provide consultation relating to insurance requirements for Citizens’ contractual service providers.
- 1.2 **CITIZENS’ BACKGROUND:** In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide property insurance to applicants who are not able to purchase coverage in the private insurance market.
- Citizens is governed by Section 627.351(6) F.S., 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>.
- 1.3 **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. Participation of a diverse group of vendors doing business with Citizens is central to our effort. To this end, it is vital that small, minority, women and service-disabled veteran owned business enterprises participate in Citizen’s procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Responses to this solicitation.
- 1.4 **TAXES:** Citizens Property Insurance Corporation is a State of Florida legislatively created 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 employees’ wages.
- 1.5 **CONTRACT TERM:** The contract term is anticipated to be three (3) years, and, at Citizens’ discretion, have an optional one (1) two (2) year renewal term. All terms, conditions and pricing will remain fixed for the term of the contract unless otherwise specified in the solicitation.
- 1.6 **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 response. The foregoing prohibition against contact includes contacting any Citizens’ employee (other than the Procurement Officer), members of the Board of Governors, or any Vendor acting on Citizens’ behalf with regards to the solicitation.

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

CALENDAR OF EVENTS		
DATE:	TIME:	ACTIONS:
06/10/2016		Solicitation Released
06/16/2016	10:00 AM ET	Pre-bid Conference (Non-Mandatory)
06/21/2016	5:00 PM ET	Questions Due
07/01/2016		Answers Posted
07/21/2016	2:00 PM ET	Responses Due
07/22/2016 – 08/25/2016		Responsiveness Review Period/Evaluation of Responses
08/26/2016	2:00 PM ET	Anticipated Date for Evaluation Committee Public Meeting to determine the Vendor(s) to Recommend for Award

- 1.8 PUBLIC MEETINGS:** Public meetings related to this competitive solicitation will be held on the dates and times indicated in Section 1.7, Calendar of Events. The details related to accessing each meeting are identified below. Vendors may, but are not required to, attend. Any person requiring an accommodation because of a disability should contact the Procurement Officer listed on page one (1) of the solicitation at least five (5) business hours prior to the public meeting.

- A. Pre-Bid Conference:** A Pre-Bid Conference will be held to provide Vendors with pertinent information, answer questions(s) and clarify any points in the solicitation that may not be fully understood. Attendance at the Pre-Bid Conference is non-mandatory and is for informational purposes only. The Pre-Bid Conference will be held using the conference call number below on the date and time as specified in Section 1.7, Calendar of Events.

Pre-Bid telephone number: 1-866-574-0995
Access Code: 5585282

- B. Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting to determine which Vendor(s) the evaluation committee will recommend for award. The meeting will be held using the conference call number below at the date and time specified in Section 1.7, Calendar of Events.

Pre-Bid telephone number: 1-866-574-0995
Access Code: 5585282

Discussion between the evaluation committee and the subject matter experts is permitted. However, to ensure competitive fairness, no discussion concerning the Responses may occur between any of the evaluation committee members and any Vendor during this public meeting.

SECTION 2 SCOPE OF SERVICES

2.1 PROJECT BACKGROUND: Citizens currently obtains business insurance related services from two Vendors. Citizens is seeking to resolicit the Services due to expiration of those contracts in November 2016. Quotation and placement by the awarded Vendor(s) will commence in sufficient time to renew or replace the current policies in force as well as purchase additional coverages as deemed necessary.

Citizens primarily purchases the insurance coverages listed below. Modifications may occur due to changes in business needs and/or insurance product markets.

1. Business Owners Insurance (BOP)
2. Inland Marine Insurance
3. Commercial Umbrella Liability Insurance
4. Workers Compensation Insurance
5. Financial Institution Bond
6. Commercial Business Automobile Insurance
7. Directors & Officer's Liability Insurance
8. Employment Practices Liability; and
9. Cyber Liability

The awarded vendor(s) will be responsible for obtaining competitive quotes through the licensed and appointed insurance agents on Vendor's staff, as well as advising Citizens regarding coverages and carriers, and serving as agent of record for such policies, to include assisting with invoicing, maintenance, reporting, and claims handling. The awarded vendor(s) will also provide consultation relating to insurance requirements for Citizens' contractual service providers. Vendor will provide the Services through a dedicated Account Representative who will serve as Citizens' single point of contact, and who is a Florida licensed insurance agent.

Citizen's is seeking one or more Vendors to provide the Services.

2.2 DEFINITIONS:

- **Response** – means all materials submitted by the Vendor pursuant to the solicitation instructions. Depending on the type of solicitation, these materials may also be referred to as the "bid" or the "proposal".
- **Responsiveness Review Period** – the period of time when the Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period.
- **Services** – means comprehensive business insurance related services as more fully described herein and in the contract attached as Attachment G, Draft Contract
- **Vendor** – means an entity that responds to this solicitation.

2.3 **MINIMUM REQUIREMENTS:** Vendor must satisfy the following requirements to be eligible for a Contract under this RFP:

- Vendor must answer “Yes” to each of the minimum requirements listed in Attachment A.
- Vendor must be deemed a “Responsible Vendor” by Citizens’ Vendor Management Office using the information contained on Attachment B, Responsible Vendor Review Form and other available information.
- Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in Attachment C, Vendor Conflict of Interest Disclosure Form
- 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 E.

Failure to satisfy the minimum requirements will result in Vendor disqualification and ineligibility for award.

2.4 **SERVICES:** The Services are set forth in Attachment G, Draft Contract. Vendor may propose supplemental Services and other value-added propositions in its Response; provided that if any portion of a Response conflicts with the terms of the Draft Contract, the terms of the Draft Contract shall control.

SECTION 3

RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

- 3.1** **QUESTIONS:** There is an open question period beginning upon release of the solicitation and ending on the date and time specified in Section 1.7, Calendar of Events. Vendors may submit questions in writing to the Procurement Officer identified on page 1 of this solicitation. 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.

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE TERMS AND CONDITIONS, DURING THE OPEN QUESTION PERIOD OF THIS SOLICITATION.

- 3.2** **CHANGES TO SOLICITATION:** If any changes are made to this solicitation, such changes will be formally noted through an amendment or addendum posted on Citizens' website. It is the Vendors' obligation to monitor Citizens' website to review amendments or addendums.

- 3.3** **RESPONSES SUBMITTED ARE PUBLIC RECORDS:** By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Vendor Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If a vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the Vendor **MUST** comply with the following process:

1. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
2. Submit a separate electronic copy of Vendor's Response or written communication with only protected portions redacted; and
3. Submit a separate redaction log that provides a specific statutory citation justifying each redaction.

If Vendor does not identify each portion of a Protected Record as specified herein, Citizens may produce Vendor's non-redacted copy in response to a public records request.

If Vendor has complied with the provisions of this section by identifying certain documents are Vendor's Protected Record(s) and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a party is seeking the non-redacted portion of Vendor's Response and Vendor continues to assert in good faith that Vendor's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, 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 directive to produce a Protected Record.

- 3.4 **RESPONSE DUE DATE AND SUBMISSION:** Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified in Section 1.7, Calendar of Events or the response will be deemed untimely and not subject to evaluation.

Clearly identify which solicitation your Response is for on the front of your submittal as follows:

RFP No.: 16-0013, Business Insurance Agent of Record

- 3.5 **RESPONSE FORMAT:** This section prescribes the format in which Responses are to be submitted. Any information deemed appropriate by the Vendor may be included, but is required to be placed within the pertinent sections.

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

It is the Vendors' responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with Citizens. **Responses are evaluated solely on the information and materials provided in your written Response, the use of outside materials or external website links is not allowed. Any links provided in a Vendor's Response will not be reviewed or used to score Responses.** Vendors are required to provide complete information and documentation within their submission which will be used for evaluation.

- A. Original CD Response: The 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, the 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 the Vendor deems exempt from Florida's public record law.

By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section.

- 3.6 **RESPONSE CONTENTS:** The purpose of the Vendors' Response is to demonstrate its qualifications, competence and capacity to provide services in conformity with the requirements of this solicitation.

- The CD-ROM should have separate folders for each Response area.
- Folder 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

- Response areas that require form submissions (e.g., occupational licenses, financial documents, insurance certificates, etc.) should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each of the folders should contain the corresponding Response area as requested below.

Folder 1 Forms and Documents: Vendor **shall submit** in this section the following completed attachments and documents:

1. Attachment A, Minimum Requirements Acknowledgement Form
2. Attachment B, Responsible Vendor Review Form
3. Attachment C, Vendor Conflict of Interest Disclosure Form
4. Attachment D, Corporate Background Form

Vendor should submit in this section the following completed attachments:

5. Attachment H, Vendor Diversity Declaration Form (if applicable)

Folder 2 Pricing: The Vendor **shall submit** a completed copy of Attachment F, Price Sheet in this section.

Folder 3 Business / Corporate Qualifications: The Vendor should submit Attachment I, Business Insurance Agent of Record Services Questionnaire in this section.

Folder 4 Financial Review: In Folder 4, Vendor **shall submit** the financial information requested in Attachment E, Financial Review. This information will be reviewed by Citizens' Vendor Management Office, with the assistance of an independent CPA, to evaluate on a PASS/FAIL basis Vendor's financial stability, viability, and capacity.

3.7 REVIEW AND EVALUATION PROCESS: Citizens will conduct a comprehensive review to validate all timely submitted Responses for compliance with the mandatory requirements. Failure to meet any mandatory requirement will result in rejection of Vendor's Response. Responses that comply with mandatory requirements will be forwarded to the evaluation team members for individual and independent review and evaluation using the allocation of scores as indicated below.

A. PHASE 1 – MANDATORY SUBMISSION REQUIREMENTS: Only timely submitted Responses will be reviewed and evaluated by staff to determine if they include all mandatory submission requirements. Failure to provide any of the mandatory submission requirements (outlined in the Initial Responsiveness Checklist, see page 4) or a “FAIL” determination (as outlined in this Subsection A.1.) **will result in disqualification** of Vendor (as non-responsive or non-responsible).

1. **Pass/Fail Criteria Review:** During this Phase, Citizens staff will make a PASS/FAIL determination based on a review of the information contained in:
 - a. Attachment A, Minimum Requirements Acknowledgement Form
 - b. Attachment B, Responsible Vendor Form

- c. Attachment C, Vendor Conflict of Interest Disclosure Form
- d. Response to Attachment E, Financial Review.

B. PHASE 2 - WRITTEN RESPONSE EVALUATION: For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections.

- 1. Evaluation Criteria:** The following reflects the maximum number of points that may be awarded by category:

FOLDER NO.	EVALUATION CRITERIA	POINTS
3	• Staff and Business Corporate Qualifications	45
3	• Services Delivery	45
2	• Pricing for Consultation Services	10
	Total Points:	100 Points

2. Pricing Points Allocation

The following formula will be used to evaluate Price. The lowest proposed total price from all responsive Vendors in Attachment F, Total Weighted Price (Initial Term Hourly Rate * .6 + Renewal Term Hourly Rate * .4) will be awarded 10 points and henceforth be known as Lowest Total Cost (LTC). Responses of other Vendors will be scored using the following methodology: LTC divided by the Response Cost (RC) being considered times maximum points score of 10 will equal the points awarded.

$$\text{Formula: } (\text{LTC} / \text{RC}) \times 10 = \text{Score}$$

3. Business / Corporate Qualifications and Proposed Solution Point Allocation

The information provided in Folder 3 will be evaluated and scored separately by each member of the Evaluation Team.

4. Evaluation Team Rankings

The scores of the individual evaluators and price will be averaged to establish an initial ranking of Responses. In a public meeting, the evaluation committee will review the scores and rankings in order to determine which Vendors will be recommended for an award of Contract. Evaluators may change their initial scores based on their discussions with other evaluation committee members in the public meeting. A contract will be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to Citizens, taking into consideration the price and other criteria set forth in the request for proposals and the final ranking by Evaluators. At any time before awarding a Contract, Citizens reserves the right to seek clarifications as deemed necessary for proper evaluation of Responses.

3.8 EXECUTION OF CONTRACT: The Vendor awarded a Contract under this solicitation will be required to sign a Contract substantially the form set forth in Attachment G, Draft Contract. ***Any request to change the Contract terms set forth in Attachment G should be submitted to the Procurement Officer during the Open Questions period for this solicitation.***

3.9 VENDOR'S REPRESENTATION AND AUTHORIZATION: Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements, terms and conditions of this solicitation.

SECTION 4 SOLICITATION GENERAL CONDITIONS

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

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

A decision or intended decision that can be challenged must be made from a determination of a single source award, rejection of all responses of a competitive solicitation, or a notice of intent to award a contract pursuant to a competitive solicitation for purchases of commodities or contractual services that exceed the Category Two threshold amount (as defined in Section 287.017, F.S.).

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 days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedures: Procurement Protests (Section 4-5.00). Questions to the Procurement Officer do not constitute formal notice of a protest.

Any protest concerning this solicitation shall be governed by Section 627.351(6)(e), F.S., and Citizens' Board of Governors Procedures: Procurement Protests at: <https://www.citizensfla.com/shared/generalInfo/pdf/ProcurementProtestsProcedure.pdf>. 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
2312 Killearn Center Blvd, Building A
Tallahassee, FL 32309
Email: Agency.Clerk@citizensfla.com

4.2 **CORPORATE CHANGE:** If Vendor is involved in or undergoing a sale, purchase, merger, or other change in ownership or control ("Change") that will in any way alter the Vendor's legal entity, name, structure, financial status or business operations, Vendor should submit in Folder 1 of its response, if applicable:

- A section disclosing all current entities involved in the Change, when the Change is anticipated to take place and any information related to the Change that may affect the Response;
- Each area in Vendor's Response should contain a separate section that discusses whether the Change will alter, modify or otherwise affect the Vendor's Response; and
- If this is not applicable to your Response, Vendor should provide a statement that this section is "not applicable".

- 4.3 **COSTS OF PREPARING RESPONSES:** Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including costs for materials, meetings and/or travel, if applicable.
- 4.4 **DISPOSAL OF RESPONSES:** Other than the Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article 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 received in response to this solicitation. Selection or rejection of the Response will not affect this right.
- 4.5 **ELECTRONIC POSTING:** Citizens will electronically post all notices, solicitation documents and addenda on Citizens' website which is located at <https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm>.
- 4.6 **FIRM RESPONSE:** The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from the Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.
- 4.7 **WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of the Vendor, delivered to the Procurement Officer before the opening date listed in the competitive solicitation. Any Response submitted, and not properly withdrawn, shall remain a valid Response for one hundred and eighty (180) calendar days after the opening date. All Responses submitted shall remain property of Citizens and may be subject to the Public Record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.
- 4.8 **MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to waive any minor irregularity which reflects a non-material deviation, if Citizens determines that doing so will serve Citizens' best interests. Citizens may reject any Response with a material deviation or Response not submitted in the manner specified by the solicitation documents.
- 4.9 **MISREPRESENTATION:** All information provided and representations made by the Vendor 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 any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including renewal period.

- 4.10 NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST:** The 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 the 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. The 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 solicitation.
- 4.11 REJECTION OF RESPONSES:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions unless otherwise specified, as indicated in the competitive solicitation.
- 4.12 TIE BREAKING PROCESS:** In the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria (listed in order of priority):
- All goods / services of the Vendor are manufactured / performed in Florida;
 - The Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
 - All goods / services of the Vendor are manufactured / performed in the United States; and
 - Certain foreign manufacturers 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 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 (1) witness is present during the coin toss and document the results.
- 4.13 NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE:** In the event that a Contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor under this solicitation. 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 under the solicitation's terms and conditions is found.
- 4.14 VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the 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. Only written communications from the Vendor signed by an authorized representative will be recognized by Citizens.

END OF DOCUMENT