



**REQUEST FOR PROPOSALS NO. 16-0007
FOR
WATER MITIGATION
ESTIMATE REVIEW PROGRAM**

March 16, 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 Calendar of Events
- 1.7 No Contact or Lobbying
- 1.8 Public Meetings

SECTION 2 – SCOPE OF SERVICES

- 2.1 Project Background
- 2.2 Definitions
- 2.3 Minimum Requirements
- 2.4 Services
- 2.5 Criminal Background Investigations

SECTION 3 – RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

- 3.1 Questions
- 3.2 Changes to Solicitation
- 3.3 Responses Submitted Are Public Record
- 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

SECTION 4 – SOLICITATION GENERAL CONDITIONS

- 4.1 Protests
- 4.2 Costs of Preparing Responses
- 4.3 Disposal of Responses
- 4.4 Electronic Posting
- 4.5 Firm Response
- 4.6 Withdrawal of a Response
- 4.7 Minor Irregularities / Material Deviations
- 4.8 Misrepresentation
- 4.9 No Prior Involvement and Conflicts of Interest
- 4.10 Acceptance of Terms
- 4.11 Tie Breaking Process
- 4.12 Negotiation Subsequent to Termination for Cause
- 4.13 Additional 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 – Certification of Criminal History
- Attachment E – Corporate Background Form
- Attachment F – Financial Review
- Attachment G – Price Sheet
- Attachment H – Contract for Water Mitigation Estimate Review Program
- Attachment I – Vendor Diversity Declaration Form
- Attachment J – Water Mitigation Estimate Review Program Services Questionnaire
- Attachment K – Certification of Drug-Free Workplace Program
- Attachment L – Resource Industry Designations / Certifications Form

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 1.6, Calendar of Events | 1.6 |
| <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, Tab 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, Certification of Criminal History (each Firm Principal) | |
| <input type="checkbox"/> | Attachment E, Corporate Background Form | |
| <input type="checkbox"/> | Current W-9 Form | |
| <input type="checkbox"/> | Copy of "Sunbiz" Registration with the Florida Department of State, Division of Corporations | |
| <input type="checkbox"/> | Attachment L, Resource Industry Designations / Certifications Form | 3.6, Tab 2 |
| <input type="checkbox"/> | Attachment F, Financial Review | 3.6, Tab 3 |
| <input type="checkbox"/> | Attachment G, Price Sheet | 3.6, Tab 4 |

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 I, Vendor Diversity Declaration Form (if applicable) | 3.6, Tab 2 |
| <input type="checkbox"/> | Attachment J, Water Mitigation Estimate Review Program Services Questionnaire | |
| <input type="checkbox"/> | Attachment K, Certification of Drug-Free Workplace Program (if applicable) | |

SECTION 1 INTRODUCTORY MATERIALS

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (**Citizens**) is seeking Responses from Vendors capable of providing Water Mitigation Estimate Review Services (**Services**). The Services are more fully described in Section 2 of this solicitation and in the contract (**Contract**) attached as Attachment H.
- Citizens anticipates awarding one primary contract, but may also award one or more contingent contracts in order to ensure continuity of Services in the event the primary selected Vendor becomes unable to perform.
- 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 one optional 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 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: |
| 03/16/2016 | | Solicitation Released |
| 03/30/2016 | 1:00 PM ET | Pre-bid Conference (Non-Mandatory) |
| 04/06/2016 | 4:00 PM ET | Questions Due |
| 04/20/2016 | | Answers Posted |
| 05/02/2016 | 2:00 PM ET | Responses Due |
| 05/04/2016 – 05/27/2016 | | Responsiveness Review / Evaluation of Responses |
| 06/06/2016 | 2:00 PM ET | Anticipated Date for Evaluation Committee Public Meeting to determine the Vendor(s) to Recommend for Award |

- 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 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.

- 1.8 PUBLIC MEETINGS:** Public meetings related to this competitive solicitation will be held on the dates and times indicated in Section 1.6, 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. ***After April 1st, 2016 the telephone and/or access code number may change. Please monitor the Citizen's website for these changes.***

- 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 1.6, Calendar of Events.

Pre-Bid telephone number: 1-877-873-8018
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 1.6, Calendar of Events.

Pre-Bid telephone number: 1-877-873-8018

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 is seeking Services in support of its Water Mitigation Estimate Review Program (**WMER**). The goal of the program is to obtain independent, objective, and expert reviews of water mitigation documents submitted to Citizens from water mitigation vendors. Reviews will primarily involve contractor estimates of water mitigation and/or mold remediation to residential, commercial and specialty properties. The purpose of each review is to assess whether the estimate is reasonable, customary, and adheres to Institute of Inspection, Cleaning and Restoration Certification (IICRC) industry standards, practices and guidelines for water mitigation.

The contracted Vendor will conduct a comprehensive review of each estimate and report findings to Citizens, as more fully set forth in Attachment H. When requested, Vendor must also provide continuing support with respect to explaining and justifying report findings, including providing oral and written responses to follow up correspondence, and/or must participate in litigation related matters, such as, but not limited to participation in mediation, depositions or testifying in a court of law.

Citizens cannot guarantee how much work, if any, will be assigned under an awarded Contract. Citizens currently anticipates providing Assignments for a majority of non-weather water claims involving water mitigation or mold remediation services; however, that is subject to change at Citizens sole discretion. Based on current practices and historical data over the last six months, Citizens has identified approximately four hundred and sixty (460) Assignments per month.

The following represents Citizens' recent claims volume in terms of the total number of claims filed and the non-weather water loss types.

- 2014 - Total Claims 35,636 Non-Weather Water 19,018
- 2015 - Total Claims 26,097 Non-Weather Water 15,034

Florida has not experienced a catastrophe in the past nine years and as such, Citizens anticipates that the foregoing claims figures could increase drastically in a catastrophic event. In the event Citizens were to experience a hurricane or other major storm, the number of catastrophe claims could exceed 100,000; therefore it is important that Vendors possess the capability to scale resources in response to a sudden rise in claim volume.

2.2 DEFINITIONS:

- "Firm Principal" – means all officers, directors, managing members and each person effectively owning or controlling more than a 5% interest in Vendor;
- "Response" - means all materials submitted by the Vendor pursuant to the solicitation instructions;
- "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;
- "Shall", "Must", "Required" and "Will" – means a mandatory requirement or action;
- "Vendor" – means an entity that submits a Response 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’ Vendor Management Office, with the assistance of an independent CPA, regarding Vendor’s financial stability, viability, and capacity as described in **Attachment F**.

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 H, Contract for Water Mitigation Estimate Review Program. 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.

2.5 **CRIMINAL BACKGROUND INVESTIGATION:** Vendor shall submit a fully completed and signed Attachment D, Certification of Criminal History, for each Firm Principal. If one or more of the Firm Principals are unable or unwilling to complete, execute and submit a notarized Attachment D, Certification of Criminal History with their Response, Vendor will be deemed non-responsive.

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 1.6, 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 at the address identified on page 1 on or before the date and time specified in Section 1.6, Calendar of Events.

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

RFP No.: 16-0007 - Water Mitigation Estimate Review Program

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: Vendor **shall submit** with their Response one (1) CD original of their entire Response.
- B. Redacted Copy of Response: In addition to the CD required in Section A. above, Vendor should submit an additional CD with their Response containing a full "Redacted" electronic version of their Response in accordance with Section 3.4, above. This CD should be labeled "**Redacted Response**" and be void of any information Vendor deems exempt from Florida's public record law.

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 "Tab."
- Tab folders should be plainly titled "Tab 1," "Tab 2," etc., as shown below.



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



Attachment A.pdf



Attachment B.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 "Tab" folders should contain the corresponding Response area as requested below.

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

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, Certification of Criminal History (each Firm Principal)
5. Attachment E, Corporate Background Form
6. Vendor's current W-9 Form
7. Proof of Vendor's Florida registration with the Florida Department of State, Division of Corporations which demonstrates that Vendor is registered to do business in Florida. Vendor may provide a screen shot of proof of registration on www.sunbiz.org.
8. Attachment L, Resource Industry Designations / Certifications Form

Tab 2. Business / Corporate Qualifications: Vendor should submit in this section the following attachments:

1. Attachment J, Water Mitigation Estimate Review Program Services Questionnaire
 - o Business Corporate Qualifications
 - o Staff Qualifications
 - o Quality Assurance
 - o Resolution Support Services
 - o Negotiation Services
2. Attachment I, Vendor Diversity Declaration Form (if applicable)
3. Attachment K, Certification of Drug-Free Workplace Program (if applicable)

Tab 3. Financial Review: In Tab 3, Vendor **shall submit** the financial information requested in Attachment F, 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.

Tab 4. Pricing: The Vendor **shall submit** a completed copy of Attachment G, Price Sheet in this section.

- 3.7 REVIEW AND EVALUATION PROCESS:** Citizens will conduct a comprehensive review to validate all timely submitted Responses for compliance with the mandatory requirements (See Section 3.6, Tabs 1, 3 and 4). Failure to meet any mandatory requirement will result in the rejection of Vendor's Response. Responses that comply with mandatory requirements will be forwarded to the evaluation committee members for individual and independent review and evaluation using each Vendor's response and the allocation of points indicated below.

| TAB NO. | EVALUATION CRITERIA | POINTS |
|----------------------|---|-------------------|
| 2 | <ul style="list-style-type: none"> Business/Corporate Qualifications <ul style="list-style-type: none"> References/Previously Similar Experience Reporting Format/Quality Volume Other Services/Value Add | 25 |
| 2 | <ul style="list-style-type: none"> Staff Qualifications <ul style="list-style-type: none"> Key Personnel Staff Designations/Certifications | 15 |
| 2 | <ul style="list-style-type: none"> Quality Assurance <ul style="list-style-type: none"> Training Quality Assurance Process Response Times | 15 |
| 2 | <ul style="list-style-type: none"> Resolution Support Services <ul style="list-style-type: none"> Process Additional Expert Analysis | 10 |
| 2 | <ul style="list-style-type: none"> Negotiation Services | 5 |
| 4 | <ul style="list-style-type: none"> Price | 25 |
| Total Points: | | 100 Points |

1. Pricing Points Allocation

The following formula will be used to evaluate Price on Attachment G in each of the three Sections.

Section I: The lowest proposed total price from all responsive Vendors on Attachment G, Total Weighted Cost Section I (Residential Water Claim x .3 + Commercial Water Claim x .3 + Mold Remediation x .3 + Time and Material x.1) will be awarded 20 points and henceforth be known as Lowest Total Cost (LTC) for that Section. 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 20 will equal the points awarded.

Formula: $(LTC / RC) \times 20 = \text{Section I Score}$

Section II The lowest proposed total price from all responsive Vendors on Attachment G, Total Section II (Additional Expert Analysis) will be awarded 3 points and henceforth be known as Lowest Total Cost (LTC) for that Section. 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 3 will equal the points awarded.

Formula: $(LTC / RC) \times 3 = \text{Section II Score}$

Section III Section III will use the same methodology as Section II with the exception being a maximum of 2 points for the lowest proposed total percentage.

Formula: $(LTC / RC) \times 2 = \text{Section III Score}$

After all calculations have been made, the point values for Sections I, II & III will be combined to give each Vendor a total price score, of which a maximum of 25 points may be achieved.

2. Business / Corporate Qualifications and Proposed Solution Point Allocation

The information provided in Tabs 2, Attachment J will be evaluated and scored separately by each member of the Evaluation Team.

3. 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 on **Attachment H, Contract for Water Mitigation Estimate Review Program**. *Any request to change the Contract terms set forth in Attachment H should be submitted to the Procurement Officer during the Open Questions period for 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' intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c) may challenge the intended 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 intended decision.**

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 calendar days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedures: Procurement Protests (Section 4-5.00). 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 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.

4.3 DISPOSAL OF RESPONSES: Other than Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public 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.

4.4 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>.

- 4.5 **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 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.
- 4.6 **WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of 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.
- 4.7 **MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to waive any minor irregularity in a Response, 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.
- 4.8 **MISREPRESENTATION:** All information provided and representations made by 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.
- 4.9 **NO PRIOR INVOLVEMENT AND 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 solicitation.
- 4.10 **ACCEPTANCE OF TERMS:** Submission of a Response constitutes acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Contract, unless otherwise specified, as indicated in the solicitation.

4.11 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 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
- 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.

4.12 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.

4.13 ADDITIONAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by Vendor as a result of any oral discussion with a Citizens' employee. Only written communications from authorized Citizens' staff will be considered as authorized on behalf of Citizens.

END OF DOCUMENT