



**INVITATION TO BID NO. 15-0033
FOR
SUPPLEMENTAL FIELD SUPPORT TRAILER
(WELLS CARGO MODEL MT85X3225)**

10/05/2015

Refer ALL Inquiries to:
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Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8308
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**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 – INTRODUCTION

- 1.1 Statement of Purpose
- 1.2 Citizens' Background
- 1.3 Diversity
- 1.4 Taxes
- 1.5 No Contact or Lobbying
- 1.6 Calendar of Events
- 1.7 Pre-Bid Conference

SECTION 2 – SCOPE

- 2.1 Background
- 2.2 Definitions
- 2.3 Trailer Specifications
- 2.4 Standard Warranty
- 2.5 Final Approval of Design Plans
- 2.6 Trailer Delivery
- 2.7 Payment
- 2.8 Financial Consequences of Late Delivery

SECTION 3 – RESPONSE INSTRUCTIONS & AWARD 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 Award; Issuance of Purchase Order

SECTION 4 – SOLICITATION GENERAL CONDITIONS

- 4.1 Protests
- 4.2 Costs of Preparing Responses
- 4.3 Electronic Posting
- 4.4 Firm Response
- 4.5 Withdrawal of a Response
- 4.6 Minor Irregularities / Material Deviations
- 4.7 Misrepresentation
- 4.8 No Prior Involvement and Conflicts of Interest
- 4.9 Vendor Representation
- 4.10 Tie Breaking Process
- 4.11 Purchases Subsequent to Termination For Cause
- 4.12 Written 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 its Response.

Attachment A – Price Sheet

Attachment B – Vendor Conflict of Interest Disclosure Form

Attachment C – Responsible Vendor Review Form

Attachment D – Financial Certification Form

Attachment E – Certification of Drug-Free Workplace Program Form

Attachment F – Field Support Trailer Specifications

Attachment G – Purchase Order Standard Terms and Conditions

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 Responsiveness Checklist, see page 4) will result in disqualification of the Vendor (as non-responsive).

RESPONSIVENESS CHECKLIST

This Responsiveness Checklist (“Checklist”) identifies the **mandatory submission requirements** that must be included in the Vendor’s Response. Mandatory submission responses are identified in the referenced sections of this solicitation by the specific term “**shall submit**”. Failure to provide a mandatory submission requirement may result in disqualification of the Vendor (as non-responsive). This checklist is for guidance only and may not include all mandatory submission requirements. Vendors are responsible for reading and complying with the solicitation in its entirety.

	MANDATORY SUBMISSION REQUIREMENTS	SECTION(S)
<input type="checkbox"/>	Timely Response: Responses submitted according to the due date, time and location provided in Sections 1.6, Calendar of Events and 3.4, Response Due Date and Submission	Sections 1.6, Calendar of Events and 3.4, Response Due Date and Submission
<input type="checkbox"/>	One (1) electronic version of the Response in the form of a compact disk (CD);	Section 3.5, Response Format
<input type="checkbox"/>	Attachment A – Price Sheet	Section 3.6, Response Contents
<input type="checkbox"/>	Attachment B – Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment C – Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment D – Financial Certification Form	
<input type="checkbox"/>	Current W-9 Form	

ADDITIONAL SUBMISSION DOCUMENTS		
Provided below is a checklist of non-mandatory documents that also relate to this solicitation.		
	ITEM	ATTACHMENT / SECTION(S)
<input type="checkbox"/>	One (1) redacted copy of Response on CD (if applicable)	Section 3.5, Response Format
<input type="checkbox"/>	Attachment E – Certification of Drug-Free Workplace Program Form (Firm Principal)	Section 3.6, Response Contents

SECTION 1 INTRODUCTION

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking Responses from authorized Wells Cargo dealers capable of delivering one new, purpose-built Wells Cargo Trailer, as described in Section 2, Scope.
- 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 **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.

- 1.6 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:
10/05/15		Solicitation Released
10/12/15	10:00 AM ET	Pre-bid Conference
10/19/15	5:00 PM ET	Questions Due
10/23/15		Answers Posted
11/02/15	2:00 PM ET	Responses Due
11/03/15		Vendor Award

- 1.7 PRE-BID CONFERENCE:** A Pre-Bid Conference will be held on the date and time indicated in Section 1.6, Calendar of Events. The purpose of the Pre-Bid Conference is 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; attendance is not required to respond to this solicitation. 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.

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

SECTION 2 SCOPE

2.1 BACKGROUND: Through this competitive solicitation Citizens is seeking to procure an additional purpose built Field Support Trailer. For the purpose of fleet standardization, a Wells Cargo model MT85X3225 is required. The Trailer will assist Citizens in successfully satisfying its objective to effectively respond to the immediate needs of policyholders in or close to the area of impact in a storm response. This solicitation will aid Citizens in providing exceptional customer service with increased efficiencies and lower operating costs.

2.2 DEFINITIONS:

- Citizens Contract Manager – means Citizens’ departmental representative who will be responsible for administrating approval functions related to the Purchase Order for Citizens;
- Design Plans – means the as built, interior and exterior, drawings as well as the wiring schematics for the Trailer;
- Procurement Officer – means the entity’s representative that is identified in the solicitation as the sole point of contact related to the solicitation;
- Purchase Order – means the formal order issued in response to an approved Purchase Requisition submitted to the Purchasing Department prior to the procurement of goods and / or services. This is a legal document authorizing purchase and payment for goods and /or services.
- Response – means all materials submitted by Vendor pursuant to the solicitation instructions. These materials may also be referred to as the “bid”;
- Solicitation – means this Invitation to Bid No.:15-0033, together with all changes made pursuant to Section 3.2.
- Trailer – means the Wells Cargo model MT85X3225 unit, as designed and modified in accordance with the specifications in this solicitation and the Final Design Plans established under Section 2.5;
- Vendor – means the entity that responds to this solicitation.

2.3 TRAILER SPECIFICATIONS: Unless otherwise specified, the items listed in Attachment F, Field Support Trailer Specifications represent Citizens required specifications.

The Trailer **MUST** be in new, unused condition. Citizens will not accept a bid for a Trailer that has been previously used in any capacity.

The Trailer **MUST** comply with all U.S. Federal Motor Vehicle Safety Standards (FMVSS), and all State of Florida regulations and requirements.

2.4 STANDARD WARRANTY: Vendor shall include the standard “Never Look Back” manufacturer’s warranty from Wells Cargo.

2.5 FINAL APPROVAL OF DESIGN PLANS: Citizens intends to issue a Purchase Order for the Trailer to the successful Vendor within three (3) business days of the Vendor Award date in Section 1.6, Calendar of Events. No more than fifteen (15) business days after issuance of the Purchase Order, Vendor shall submit initial Design Plans to Citizens' Contract Manager for review and final written approval. Citizens reserves the right to make minimal changes to the final design prior to final written approval. Upon receipt, Citizens will provide final written approval back to Vendor within five (5) business days.

2.6 TRAILER DELIVERY: The Trailer shall be completed and delivered to Citizens, within eight (8) weeks from receipt of final written approval of Design Plans pursuant to Section 2.5, Final Approval of Design Plans above. All delivery costs will be included in Vendor's bid price; no delivery charges shall be assessed. The delivery location shall be in Jacksonville Florida, at an address to be provided to Vendor at least one (1) week in advance of delivery. The parties may mutually agree on alternative delivery arrangements and corresponding price adjustments if doing so is in their respective best interests.

The following additional items will be required upon delivery of the Trailer:

1. A quality control checklist showing that the Trailer has been inspected and complies with the specifications of this solicitation, the Final Design Plans and the Purchase Order.
2. The manufacturer's Certificate of Origin, Certificate of Title Registration, written warranty, service policy, and invoice.
3. One (1) complete set Final Design Plans in AutoCad, or approved alternate format.
4. All Manuals, Registrations, Titles and/or Warranty documentation as applicable.

2.7 PAYMENT: Payment for the Trailer is not due until all three of the following conditions are satisfied: (1) the Trailer is fully completed and delivered according to the specifications contained within this solicitation, (2) Citizens conducts a successful inspection and accepts the Trailer; and (3) all additional items set forth in Section 2.6, Trailer Delivery have been delivered. Payment will be made by Citizens within thirty (30) days of these conditions being met.

2.8 FINANCIAL CONSEQUENCES OF LATE DELIVERY: If Vendor fails to meet the conditions for payment set forth in Section 2.7 above within eight (8) weeks from receipt of final written approval of Design Plans, then Citizens will be entitled to the following credits against the Purchase Order price, up to ten percent of Vendor's total bid price:

Calendar Days Late	Credit
Days 1 to Day 7	\$200 per day (\$1,400 for the Week)
Days 8 to Day 14	\$250 per day (\$1,750 for the Week)
Day 15 and after	\$500 per day

Citizens will send written notification to Vendor identifying the imposition of such credits and may apply such credits against any payments due the Vendor, or require Vendor to pay the credits separately. Imposition of credits does not limit or affect any other legal remedies that Citizen's may exercise.

SECTION 3 RESPONSE INSTRUCTIONS & AWARD 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 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 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 1.6, Calendar of Events. Vendors must clearly identify the solicitation name and number on the front of its submittal as follows:

ITB No.: 15-0033, Supplemental Field Support Trailer

- 3.5 RESPONSE FORMAT:** Vendor **shall submit** one (1) CD original of its entire Response. In addition, if Vendor believes its Response contains information Vendor deems exempt under Florida's public records law, Vendor should submit an additional CD containing a full "Redacted" electronic version of its Response in accordance with Section 3.3, above. This CD should be labeled "**Redacted Response**" and be void of any information Vendor deems exempt from Florida's public record law.
- 3.6 RESPONSE CONTENTS:** The purpose of Vendors' Response is to demonstrate its capacity to provide the Trailer in conformity with the requirements of this solicitation. The following Attachments including the W-9 form **shall be** submitted unless otherwise noted below. The Attachments should be submitted in PDF format and plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown below.
1. Attachment A.pdf (Price Sheet)
 2. Attachment B.pdf (Vendor Conflict of Interest Disclosure Form)
 3. Attachment C.pdf (Responsible Vendor Review Form)
 4. Attachment D.pdf (Financial Review Form)
 5. Attachment E.pdf (Certification of Drug-Free Workplace) – Non-mandatory.
 6. Current W-9 Form
- 3.7 AWARD; ISSUANCE OF PURCHASE ORDER:** Citizens will award a Purchase Order for the Trailer to the responsible and responsive Vendor who submits the lowest responsive bid as determined by the Total Cost indicated in Section I of Attachment A, Price Sheet. The terms of the Purchase Order shall be as set forth in Attachment G to 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 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 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>.

4.4 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 Purchase Order 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 VENDOR REPRESENTATION:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Purchase Order terms and conditions unless otherwise specified, as indicated in the solicitation.
- 4.10 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.

- 4.11 **PURCHASES SUBSEQUENT TO TERMINATION FOR CAUSE:** In the event that a Purchase Order entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to purchase the Trailer from 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.
- 4.12 **WRITTEN INSTRUCTIONS:** No decisions or actions shall be initiated or executed by Vendor as a result of any oral 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 Vendor's authorized representative will be recognized by Citizens.

**ATTACHMENT A
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
PRICE SHEET**

SECTION I –PRICING

Vendor shall include pricing for both line items listed below.

ITEM DESCRIPTION	QUANTITY	COST
Field Support Trailer (inclusive of all items in Section 2.6, Trailer Delivery)	1	\$
Trailer Delivery (all inclusive, Trailer & Deliverables)		\$
TOTAL COST		\$

SECTION II – VENDOR’S CONTACT INFORMATION

VENDOR’S PRIMARY POINT OF CONTACT	
Company Name:	
Federal ID Number:	
Primary Contact Name:	
Title:	
Address:	
Telephone:	
Email:	

SECTION III – AUTHORIZED WELLS CARGO DEALER

By my signature below, I certify that we are an **Authorized Wells Cargo Dealer**, and that all of the information provided above is true and complete to the best of my knowledge.

SIGNATURE	
Company Name:	
Manual Signature:	
Print or Type Signatory Name:	
Print or Type Title:	
Date:	

ATTACHMENT B
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER

CITIZENS PROPERTY INSURANCE CORPORATION
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

This form is required for all contracts or individual purchases with a total value of \$35,000 or more

Vendors are responsible for disclosing a current or reasonably foreseeable conflict of interest involving Citizens (a "Necessary Disclosure"). Citizens is required by law and corporate policy to avoid, neutralize, or mitigate significant potential or actual organizational conflicts of interest.

Respond to each disclosure statement in the boxes below. In completing the disclosure statements:

- You should select "Yes" if a Necessary Disclosure exists or if you are uncertain whether a particular circumstance constitutes a Necessary Disclosure and, in either event, explain the circumstances.
- You should select "No" if you know that a Necessary Disclosure does not exist.
- You should select "None known and not reasonably ascertainable" if it is unduly burdensome to discover the correct response for reasons such as your workforce is so large that it is unreasonable to ascertain whether any Necessary Disclosures exist, and you in fact do not have knowledge of any Necessary Disclosure.

Disclosure Statement 1:

Employment by Vendor of a current Citizens employee or Board Member, or Relative of a current Citizens employee or Board Member.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable," please state reason why the answer is not reasonably ascertainable:

Disclosure Statement 2:

Employment by Vendor of a former Citizens Senior Manager or Board Member, or Relative of a former Citizens Senior Manager or Board Member.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable," please state reason why the answer is not reasonably ascertainable:

ATTACHMENT B
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER

Disclosure Statement 3:

Direct or indirect ownership of a Material Personal Financial Interest in the Vendor by a Citizens employee, Board Member, or Relative of a Citizens employee or Board Member.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable" please state reason why the answer is not reasonably ascertainable:

Disclosure Statement 4:

A past, present, or foreseeable payment or provision of anything of value by Vendor to a Citizens employee, Board Member, or Relative of a Citizens employee or Board Member that could reasonably appear to influence the employee's or Board Member's official actions or judgment.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable" please state reason why the answer is not reasonably ascertainable:

Disclosure Statement 5:

Existence of an unfair competitive advantage in favor of Vendor with regard to a Citizens contract for which Vendor is competing. An unfair competitive advantage exists when the vendor competing for award of a contract obtained either: (i) access to information that is not available to the public and which would assist the vendor in obtaining the contract, or (ii) source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable" please state reason why the answer is not reasonably ascertainable:

**ATTACHMENT B
ITB 15-0033**

SUPPLEMENTAL FIELD SUPPORT TRAILER

Disclosure Statement 6:

Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to Citizens and the activities of the affiliate, subsidiary, or ongoing business relationship.

Check One:

Yes No None known and not reasonably ascertainable.

If you answered Yes, please explain:

If you answered "None known and not reasonably ascertainable" please state reason why the answer is not reasonably ascertainable:

DEFINITIONS:

Authorized Representative means a representative of the vendor with knowledge of Vendor's operations and personnel sufficient to in good faith provide Necessary Disclosures on behalf of the vendor as detailed above.

Relative means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Senior Manager means the President; a person employed as an executive who directly reports to the President; the Chief Internal Auditor; the Inspector General; and any other person designated by Florida law to be a Senior Manager of the corporation.

Material Personal Financial Interest in a vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a vendor constitutes a material personal financial interest in such vendor.

SIGNATURE:

By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Print the Name of Vendor

Print Your Position Title

Print Your Name

Email Address

Phone

Signature

Date

ATTACHMENT C
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
RESPONSIBLE VENDOR REVIEW FORM

Contracts pursuant to this competitive solicitation will be awarded to Vendors who are both responsible and responsive. 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. See Section 287.012(25), Fla. Stat.

1. Definitions.

For purposes of this Due Diligence Review the terms listed below shall have the following meanings:

- a. Affiliate – means Entities that are related through some form of common ownership or control.
- b. Director – means a person appointed or elected to a governing board of a company or corporation, who is responsible for deciding and managing the organization’s overall policies and direction.
- c. Entity - means a company, corporation, partnership, or sole proprietorship.
- d. Officer - means a person in a company or corporation that is charged with day to day management level responsibilities and who has authority to act on behalf of the organization. Officer positions typically include roles such as president, vice president, secretary, treasurer, chief financial, chief technology or chief executive.
- e. Principal – means any person who has controlling authority or is in the leading position to make decisions on behalf of a company, corporation, partnership, sole proprietorship, or other legal entity.
- f. Vendor – means both the entity submitting a response or proposal to this competitive solicitation and also includes its principals, owners, officers, partners, and Affiliates.

2. Due Diligence Review. To determine if a Vendor is “responsible” to receive a contract award, as required in Section 287.057, Fla. Stat., Citizens will conduct a review of the Vendor (“Due Diligence Review”). A Due Diligence Review will generally cover:

- a. The financial soundness of the entity submitting the proposal or response;
- b. Vendor’s operational capability;
- c. Vendor’s integrity, fitness and trustworthiness; and
- d. Vendor’s reliability.

The Due Diligence review will occur throughout the evaluation and negotiation phases of this procurement.

3. Responsibility Factors. The Due Diligence Review conducted for each solicitation is based upon considerations such as the estimated contract value, the contract’s complexity, the level of risk related to the contractual obligations, and the criticality to Citizens’ mission.

Any of the following may affect a Vendor’s responsibility including, but not limited to:

- a. Professional credentialing and required authority to perform the contractual obligations set forth in the solicitation;
- b. Criminal charges, judgments, convictions, plea agreements, withholding of adjudication, or pre-trial interventions;
- c. Civil judgments or settlements for any action against Vendor related to fraud;
- d. Governmental enforcement or regulatory proceedings for civil or statutory violations;
- e. Lack of financial soundness, which might include issues bankruptcies, insolvencies or other financial impairments; and
- f. Vendor’s contracts terminated for cause.

ATTACHMENT C
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
RESPONSIBLE VENDOR REVIEW FORM

4. **Vendor Required Information.** Vendors are required to fully and accurately answer the questions set forth below, and for each “YES” answer provide a detailed written explanation and attach copies of relevant documents.
- a. Within the past ten (10) years, has Vendor has been the subject of any disciplinary actions regarding against a professional license or other license to conduct business?
 YES NO
 - b. Within the past ten (10) years, has Vendor been subject to any criminal charges, judgments, convictions, plea agreements, withholding of adjudication, or pre-trial interventions?
 YES NO
 - c. Within the past ten (10) years, have there been any civil judgments or settlements for any actions against Vendor related to fraud?
 YES NO
 - d. Within the past ten (10) years, has Vendor been subject to any governmental enforcement or regulatory proceedings for civil or statutory violations?; and
 YES NO
 - e. Within the past ten (10) years, has the Entity submitting the Response or Proposal had any of its contracts terminated for cause?
 YES NO
5. **Financial Assessment.** The financial soundness of the entity submitting the proposal or response to this competitive solicitation will be evaluated using a separate form, which has been attached as Attachment D, Financial Certification Form.

ATTACHMENT D
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
FINANCIAL CERTIFICATION FORM

As a risk management best practice and part of the responsible Vendor determination (pursuant to ss. 287.057 and 287.012, F.S.) Citizens requires this Financial Certification regarding the Vendors' financial stability, viability and capacity. The Vendor **shall submit** this Financial Certification with its response. To be eligible for award as a responsible vendor, Vendor must be able to respond "YES" to each statement on this Attachment F.

CERTIFICATION

I, _____ am the _____ of
(Authorized Representative) *(Title)*

_____ hereinafter "Vendor," and am legally authorized to
(Vendor Name)

represent and bind the Vendor. Having been duly sworn, I do hereby certify the following:

1. I have direct knowledge of the financial condition and operations of Vendor.
 YES **NO**

2. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its immediate and short-term obligations.
 YES **NO**

3. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its long-term obligations and remain in business over the life of the Contract.
 YES **NO**

4. To the best of my knowledge and belief, Vendor's operations generate income which exceeds Vendor's operating expenses.
 YES **NO**

5. To the best of my knowledge and belief, Vendor has the capacity to provide the goods or services specified in the Contract.
 YES **NO**

(Signature)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015,
by _____, who is personally known to me, or who has produced the
following form of identification: _____

Notary Signature: _____ (Seal)

Name of Notary: _____
(print, type, or stamp)

ATTACHMENT E
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Citizens Property Insurance Corporation Purchasing Policy states that in the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation and no vendor's goods and / or services are manufactured performed in Florida then a preference will be given to a proposal received from a Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statute. Please sign below and return this form to certify that your business has a drug-free workplace program, under which you must do each of the following:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in Subsection (1).
- In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statute or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

SIGNATURE	
Company Name:	
Manual Signature:	
Print or Type Signatory Name:	
Print or Type Title:	
Date:	

ATTACHMENT F
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
FIELD SUPPORT TRAILER SPECIFICATIONS

TRAILER SPECIFICATIONS: Unless otherwise specified, the items listed in this Attachment F, Field Support Trailer Specifications represent Citizens required specifications.

Trailer proposed MUST be in new, unused condition. Citizens will not accept a proposal for Trailer that has been previously used in any capacity.

The Trailer purchased and delivered MUST comply with all U.S. Federal Motor Vehicle Safety Standards (FMVSS), State of Florida regulations and requirements.

Qty	UOM	Description
1	EA	Wells Cargo - MotorTrac - Model# MT85X3225
1	PR	2" x 10 Ga. Fabricated Steel Skid Bars
1	EA	3,000lb Electric Tongue Jack.
1	EA	Marine Battery w/Exterior Mounted Battery Box. Notes: Mount On Tongue and Wire To Jack and Interior Lights.
1	PR	5000lb Drop-Down Stabilizer Jacks Notes: Install in rear corners.
1	PR	24in Scissor Jacks. Notes: Install In Front Corners
32	FT	6in Extra Height. Notes: Minimum Interior Height 87"
32	FT	92-3/4in Hat Posts
1	EA	34in x 34in Below Floor Tire Storage.
1	EA	Gray Coin Rubber Rear Ramp Door Covering.
2	EA	36 x 72 Side PT door-RH hinge with clear 12 x 21 fixed window Notes: ILO Standard side door COR 7135 - Both Side Doors
32	FT	Gray Coin Rubber Floor Covering
32	FT	36in Charcoal Gray Track Pad Wall Guard.
32	FT	Insulated Sidewalls.
8	FT	Recessed Horizontal E-Track (Welded). Notes: Install On C/S Wall Starting at Rear Door 40" AFF.
8	FT	Recessed Horizontal Steel E-Track (Welded). Notes: Install On C/S Wall Starting @ 114" Back From Front and 12" AFF
4	FT	Recessed Horizontal Steel E-Track (Welded). Notes: Install On R/S Wall Starting at Back Door and @ 22" AFF
1	PR	12v LED Side Mount Back-Up Light.
3	EA	30in x 26in CS Horiz. Radius Slider Window.
1	EA	14in x 14in Non-Powered Roof Vent
2	EA	120v 15a 1g Switch. Notes: For Florescent Lights
5	EA	120v 4ft Fluorescent Light w/Diffuser. Notes: Do Not Install. But, Install Junction Boxes Where they Will Be Mounted.
2	EA	15MBTU RoofMnt A/C w/Heat
2	EA	120v 500w Recessed Quartz Light.
20	EA	120v 15a Duplex 1g Recept (2 Outlet).
2	EA	120v 15a Duplex 1g Exterior GFI Recept (2 Outlet).
1	EA	120/240v 50a Electric Service Panel.

ATTACHMENT F
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
FIELD SUPPORT TRAILER SPECIFICATIONS

1	EA	120/240v 50a Motorbase Recept w Lock Connect.
1	EA	120/240v 50a Power Cord/Plug - 25ft.
1	EA	Alum Straight Counter Top 96.5x30 / GV Top. Notes: Install curb side under CURBSIDE windows as high as possible. 15" x 16'
2	EA	Alum Straight Counter Top 96.5x30 / GV Top. Notes: Install On Street Side 28" Off Of Floor Starting At Back Of Generator Box and Running Back 15'.*** 24" Wide
1	EA	Wht Alu Wb 48x30x40/GV Top/22 Deep L w/ Dr.
1	EA	96in Wide x 18.5in Tall White Alum OH Cabinet.
12	EA	Locks For Overhead Cabinet Notes: Install On the Half Closet and ALL Overhead Cabinet COR 6832
1	EA	24inW x 35inH x 30inD White Alum 4-Drawer Cabinet.
1	EA	Aluminum Half Cabinet Notes: Install Above 4 Drawer Cabinet COR 6829
2	EA	96in Wide x 18.5in Tall White Alum OH Cabinet.
1	EA	36 x 72 Side PT door- LH hinge with clear 12 x 21 fixed window Notes: Install on road side behind fenders COR 7136
1	EA	40"W Aluminum Single Slide Out Step Notes: For Rear PT Door
1	EA	2-Piece Aluminum Ladder Rack Notes: Install at 18" from front of trailer and 36" from front of trailer
1	EA	**10KW Onan Comm Quiet Diesel Pkg(Under Fir Tank) Items in package follow:
1	EA	Fuel Guage (included in package)
1	EA	100Amp Deep Cycle Battery & Charging System (included in package)
1	EA	10.0KW Onan Commercial Quiet Diesel Generator (included in package)
1	EA	Aluminum Cast Lockable Fuel Door (included in package)
1	EA	30 Gallon InFrame Diesel Fuel Tank (included in package)
1	EA	Compartment, Stationary quiet diesel Gen 7.5-12KW (included in package)
1	EA	Access Door,Generator,33 1/4"Hx55 1/2"W (included in package)
1	EA	Carbon Monoxide Detector - 9V (pkg) (included in package)
1	EA	Remote Start with Hour Meter(pkg) (included in package)
1	EA	ADDITIONAL 30 GALLON IN FRAME DIESEL FUEL TANK Notes: COR 7094
1	EA	50A Auto Trans Switch Wired to Gen & 50A Serv Pnl
1	EA	MotorTrac
1	EA	Tag
1	EA	Flat Front
1	EA	Flat Roof
1	EA	32ft Long
1	EA	8-1/2ft Wide
1	EA	Steel Frame
1	EA	Sand Pad

ATTACHMENT F
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
FIELD SUPPORT TRAILER SPECIFICATIONS

1	EA	5,000lb Zinc Plated Top Wind Tongue Jack.
1	EA	2-5/16in 13,000lb Coupler
1	EA	Z Crossmembers
32	FT	Crossmembers 16in On Center
1	FT	4in x 6in Tube Main Rails.
1	PR	Heavy Duty Rear Cornerpost Jacks - 3,000lb Cap
1	EA	Hat Section Roof Bows
32	FT	Roof Bows 16in On Center
1	PR	5/16" Safety Chains w/ 5/16" Clevis Hook, Latch
32	FT	Standard Height
32	FT	86-3/4in Hat Posts
32	FT	Vertical Posts 16in On Center
1	EA	Center Draw Bar
1	EA	6in Extended A-Frame Tongue (CDB required)
1	EA	Chassis Fully Undercoated with CPC
1	EA	10 Degree Up Angle
1	EA	Tandem Axle
1	EA	Wide Track
1	EA	Breakaway Kit
2	EA	Electric Drum Brakes(DOT Batt & Breakaway Req'd)
2	EA	8 Bolt Pattern
2	EA	EZ Lube Hubs
1	EA	9/16in Studs
1	EA	Rubber Ride Suspension
2	EA	6,000lb Axle
4	EA	ST235/80R16E Goodyear Radial, 8B Alumasport T2 Wheel
1	EA	Spare ST235/80R16E Goodyear Radial, 8B Alumasport T2 Wheel
1	EA	40"W Aluminum Single Slide Out Step
1	EA	92.5" wide Rear Ramp Door - Standard MT
1	EA	UPG-85 1/8"W Aluminum Ramp Extension
1	EA	3/4 DryMax Ramp Decking.
1	EA	48 x 72 Side PT Door - RH Hinge.
32	FT	White Vinyl Ceiling Liner
32	FT	3/4in DryMax Decking.
32	FT	Gray Painted Floor.
32	FT	Insulated Ceiling (requires ceiling liner)
32	FT	5.2mm White Vinyl Sidewall Liner.
4	EA	5,000lb Square D-Ring with Welded Plate

ATTACHMENT F
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER
FIELD SUPPORT TRAILER SPECIFICATIONS

1	EA	UPG-12v LED Loading Light. Notes: Install Centered In Ceiling at 20" From Rear Door
1	EA	LED Amber Clearance Front 3 Light Center Cluster.
7	EA	LED Clear Lens Red Clearance Lights
4	EA	LED Clear Lens Amber Clearance Lights
1	PR	LED Wraparound Tail Lights
1	EA	S.A.E. Color Coded 12 Volt Electrical System
1	EA	Seven Way Trailer End Connector
2	EA	12v Surface-Mount Switch
4	EA	UPG-12v LED 6" Round Flush Mount Dome Light.
1	EA	Stainless Steel Cap
32	FT	Bonded Exterior Sidewalls No Riveted Seams.
32	FT	Polar White
32	FT	.040 Aluminum Exterior(White or Black Only)
32	FT	DOT Tape
1	EA	Chrome Rear Header (Must Inc. Chrome Rear Corners)
1	EA	Chrome Rear Corners (Must Inc. Chrome Rear Header)
1	PR	Stainless Steel Front Corners
32	FT	One Piece Aluminum Roof
1	EA	UPG-No Beavertail.
1	EA	24"H ATP Stoneguard



ATTACHMENT G
ITB 15-0033
SUPPLEMENTAL FIELD SUPPORT TRAILER

STANDARD TERMS AND CONDITIONS

Provisions 1 - 25 are applicable to all transactions, for the purchase of services provisions 26 - 28 and for the purchase of goods provisions 29 - 33 are also applicable.

1. **Public Records.** Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Record Requests ("PRR"), and to section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the provisions of section 119.07(1) and section 24(a), Art. I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers proprietary information or otherwise confidential or exempt from Chapter 119, and s. 24(a), Art. I., State Const. ("Vendor's Confidential Information").

If Citizens receives a PRR or request from any regulatory or legislative entity regarding Vendor's Confidential Information it shall promptly notify Vendor in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a Court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the Court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is 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. Nothing in this Contract shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees, incurred by Citizens in connection with this section.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens' Record Custodian and forward the PRR to Citizens' Record Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

Citizens may unilaterally cancel this Contract for refusal by the Vendor to comply with this section by not allowing public access to all documents, papers, letters, emails, or other material made or received by the Vendor in conjunction with this Contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and section 119.07 (1), Florida Statutes.

2. **Vendor's Records.** Vendor shall retain Vendor's Records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by Citizens' Record Retention Policy. Citizens follow the GS1-SL state schedule for records retention.
3. **Vendor Ethics.** Vendors must not:
 - A. Give a gift; that is, to make an expenditure to or for the personal benefit of a Citizens officer or employee.
 - B. Have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Ethics Officer to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
4. **Right to Audit Records.** Citizens, and other government entities as required by law such as the State of Florida Auditor General, shall have the right to review and audit any of Vendor's Records related solely to this Contract, upon reasonable written notice of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this section. Any entity auditing pursuant to this section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Contract which results in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses and expert witness and documentary fees. Vendor shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract.
5. **Convicted Vendor List.** Vendor shall immediately notify Citizens in writing if it or any of its affiliates are placed on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
6. **Dispute Resolution.** Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedures Act, Chapter 120 of the Florida Statutes. Prior to commencing any litigation relating to the terms of the Contract the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Contract, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action.
7. **Modification of Terms.** This Contract may only be modified or amended upon mutual written Contract of Citizens and Vendor. No oral Contracts or representations shall be valid or binding upon Citizens or Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Citizens. Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment. Citizens' acceptance of product or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
8. **Security and Confidentiality.** Vendor agrees and acknowledges that certain information disclosed by Citizens to Vendor in the course of this Contract is confidential and exempt from the Florida Public Record Laws contained in Chapter 119, Florida Statutes, and may contain other sensitive or proprietary information. Both parties further agree that this information, together with any data

and documentation, including all nonpublic personal information such as to be subject to the provisions of Section 627.351(6), Florida Statutes, 15 U.S.C. § 6801 et seq., and Chapter 69O-128, Florida Administrative Code, and further including, without limitation, all information, data, and documentation related to manuals, lists, policyholder information, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, employees' personal information, and business, governmental, and regulatory matters of Citizens are confidential ("Citizens' Confidential Information"). Vendor shall not disclose or use Citizens' Confidential Information, other than to carry out the purposes for which Citizens disclosed the information to Vendor. Vendor agrees to handle Citizens' Confidential Information with a standard of care at least as rigorous as that specified in Citizens Policy 404 (Corporate Information Classification and Handling), attached hereto and incorporated herein, and to implement the privacy and security controls set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations." (To be used only if vendor has access to Citizens confidential information.) The sale, disclosure, duplication, or unauthorized use of this information is grounds for immediate termination of the Contract as a Material Breach. This provision shall not apply to documentation, information or material that: (1) is publicly available through no fault of Vendor; or (2) Vendor developed independently without relying in any way on Citizens' Confidential Information. This section shall survive the termination or expiration of the Contract, regardless of the reason for termination or expiration. To ensure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this provision shall survive the Contract.

The Vendor acknowledges and agrees that Citizens will suffer irreparable harm and that monetary damages will not be adequate to compensate Citizens, in the event that the Vendor fails to comply with the terms of the Contract and, specifically, the provisions of this section. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the provisions of this section and the Contract.

As a Vendor of Citizens, Vendor agrees to implement and maintain appropriate safeguards to: (1) ensure the security and confidentiality of Citizens' Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of Citizens' Confidential Information; and (3) protect against unauthorized access to or use of Citizens' Confidential Information that could result in substantial harm or inconvenience to any customer of Citizens.

Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this section, it will immediately inform Citizens of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Contract at any time after the inability becomes known to Citizens.

9. **Encryption of Mobile Devices.** Vendor shall prohibit the removal of laptops tablets, and cell phones, (collectively referred to as "Mobile Devices") that contain Citizens' Confidential Information from Vendor's secure offices unless Citizens' Confidential Information is encrypted using a strong cryptographic protocol that is consistent with industry standards. Vendor shall not store Citizens' Confidential Information on USB flash drives, CDs, or portable disk drives.
10. **Unauthorized Disclosure.** The sale, disclosure, or unauthorized use of any of Citizens' Confidential Information by the Vendor or any third party who receives Citizens' Confidential Information from the Vendor, will constitute a material breach of this Contract and may be grounds for immediate termination of this Contract by Citizens. Pursuant to section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in s. 501.171, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.
11. **Disclosure to Others.** Vendor acknowledges and agrees that any Citizens' Confidential Information disclosed to, or acquired by, it is disclosed and/or acquired solely for the purposes of facilitating the provision of the services to be rendered by the Vendor for and on behalf of Citizens. Vendor shall restrict access to this Citizens' Confidential Information to those individuals who will actually perform services under this Contract. Vendor shall be solely responsible for informing any individual with access to Citizens' Confidential Information, including, but not limited to, its officers, directors, agents, employees and independent contractors, of the provisions of this Contract and shall be responsible for any acts of those individuals and entities that violate such provisions. Vendor will notify Citizens as soon as possible of any misuse or misappropriation of Citizens' Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.
12. **Maintenance of Citizens' Confidential Information.** During the term of this Contract upon Citizens' written request or upon the termination of this Contract for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens' Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens' Confidential Information has been returned to Citizens or disposed of securely.
13. **Termination without Cause.** By thirty (30) days advance written notice, Citizens may terminate the Contract in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of the Contract will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). After the Termination Date Vendor shall not furnish any new product or services, except as the Parties agree is necessary to complete the continued portion of the Contract. Vendor shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages.
14. **Termination for Cause.** Either party may terminate the Contract in whole or in part if the other party fails to honor its material obligations. Except as otherwise provided herein, before terminating the Contract, the party that believes the other party is failing to comply with the Contract shall notify the other, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the party claiming failure to perform may thereafter notify the other, in writing, that it considers the other in default and may terminate the Contract, in whole or in part. Vendor shall continue work on any work not terminated.
15. **Indemnification.** Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors agents, and employees, from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Vendor, its agents, employees, partners, or subcontractors, provided, however, that Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.

Further, Vendor shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, Trade Secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Citizens' misuse or modification of Vendor's products or Citizens' operation or use of Vendor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Vendor's opinion, is likely to become the subject of such a suit, Vendor may at its sole expense procure for Citizens the right to continue using the product or to modify it to become non-infringing. If Vendor is not reasonably able to modify or otherwise secure Citizens the right to continue using the product, Vendor shall remove the product and refund Citizens the amounts paid in excess of a reasonable rental for past use. Citizens shall not be liable for any royalties.

Vendor's obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) assistance in defending the action at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

16. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
17. **Compliance with Laws.** Vendor will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's duties or responsibilities under this Contract. Vendor is responsible for assuring that all persons who perform Services for Vendor under this Contract are properly licensed and that such individuals comply with all applicable laws governing their conduct.
18. **Assignment/Subcontracting.** Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens, which such permission will not be unreasonably withheld or delayed.
19. **Jurisdiction and Venue.** This Contract shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Contract, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The parties also agree to waive any right to jury trial.
20. **Names and Logos.** Without the prior written consent of Citizens' Chief Officer, Vendor (including Vendor's authorized subcontractors, agents or assignees) shall not publish or use Citizens' name, logo, or symbols from which Citizens' name may be reasonably inferred or implied. This includes but is not limited to using Citizens' name, logo or symbol in any research, solicitations, advertisements, promotions, or any other publicity matter relating directly or indirectly to this Contract. Additionally, without the prior written consent of Citizens, Vendor shall not disclose the existence of this Contract, and shall not use this Contract for marketing or business reference purposes.
21. **Waiver.** The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
22. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
23. **Warranty of Ability to Perform.** Each party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the party's ability to satisfy its Contract obligations.
24. **Successors and Assigns.** This Contract shall inure to the benefits of, and be binding upon, the successors and assigns of the parties hereto, but only as permitted under this Contract.
25. **Force Majeure.** A party (an "Affected Party") shall not be responsible for delay resulting from its failure to perform, if neither the fault nor the negligence of the Affected Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, fires, floods, or other similar cause wholly beyond the parties control. In case of any delay an Affected Party believes is excusable, the Affected Party shall notify the other in writing of the delay or potential delay and describe the cause of the delay either: (1) within two calendar days after the cause that creates or will create the delay first arose, if the Affected Party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five calendar days after the date the Affected Party first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE AN AFFECTED PARTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, may be asserted against the Affected Party following the provision in this paragraph.

If the Affected Party's performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Affected Party shall perform at no increased cost. If the Citizens is the Affected Party, Vendor shall not be entitled to an increase in the Contract price or payment of any kind from Citizens for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from

any cause whatsoever. If Vendor is the Affected Party, then Citizens may: (1) accept allocated performance or deliveries from Vendor, provided that Vendor grants preferential treatment to Citizens with respect to products subjected to allocation; or (2) purchase from other sources (without recourse to and by Vendor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

26. **Independent Contractors.** Vendor shall take all actions necessary to ensure that Vendor's employees, subcontractors, and other agents are not and will not be deemed or construed to be Citizens employees.
27. **Suspension of Work.** Citizens may, in its sole discretion, suspend any or all activities under the Contract or purchase order, at any time, when it is in the best interests of Citizens to do so. Citizens shall provide Vendor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Vendor shall comply with the notice and shall not accept any additional work. Within ninety days, or any longer period agreed to by Vendor, Citizens shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) validly terminate for Convenience the Contract or purchase order as specified in Section 9.1 of this Contract. Suspension of work shall not entitle Vendor to any additional compensation.
28. **Monitoring.** The Vendor shall continuously monitor and record its services to make sure they meet or exceed all contractual provisions outlined in this Contract. Citizens may continually or periodically monitor Vendor's performances to ensure that the services provided meet or exceed the service standards. Vendor's failure to meet or exceed these service standards may result in a request for corrective action or termination, in accordance with this contract.

Citizens may conduct programmatic and other administrative contract monitoring during each calendar year. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations under this Contract are being met and fulfilled, and may include but is not limited to: on site-visits, report reviews, services review, invoices review, deliverables review, compliance reviews, and a review of any other areas reasonably necessary.
29. **Packaging.** Products shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Citizens' property.
30. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to appropriate governmental inspectors. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
31. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after Citizens places an order, unless otherwise agreed to by the parties. Vendor, within five (5) days after receiving a purchase order, shall notify Citizens of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract termination.
32. **Installation.** Where installation is required, Vendor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Vendor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by Vendor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, Vendor shall promptly restore the structure or site to its original condition. Vendor shall perform installation work so as to cause the least inconvenience and interference with Citizens and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
33. **Risk of Loss.** Approval and inspection of goods or services shall take no longer than five working days unless the bid specifications, purchase order, or Contract specifies otherwise. Until acceptance, risk of loss or damage shall remain with Vendor. Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist Vendor with damage claims, Citizens shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and Vendor; and provide Vendor with a copy of the carrier's Bill of Lading and damage inspection report. When Citizens rejects a product, Vendor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with Vendor. Rejected product not removed by Vendor within ten days shall be deemed abandoned by Vendor, and Citizens shall have the right to dispose of it as its own property. Vendor shall reimburse Citizens for costs and expenses incurred in storing or effecting removal or disposition of rejected product.