



**REQUEST FOR PROPOSALS NO. 15-0021
FOR
SUPPLEMENTAL
MOBILE HOME DEMOLITION SERVICES**

June 30, 2015

Refer ALL Inquiries to:
Patty Davis, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8321
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.**

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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 - Vendor Contact Information
- Attachment B - Vendor Conflict of Interest Disclosure Form
- Attachment C - Responsibility Review Form
- Attachment D - Compensation Schedule
- Attachment E - Certification of Criminal History
- Attachment F - Vendor Resource Form
- Attachment G - FSBE, FBE & MBE Declaration Form
- Attachment H - Corporate Background and Experience Form
- Attachment I - Quality Assurance Questionnaire
- Attachment J - Mobile Home Demolition Services Contract
- Attachment K - Financial Certification

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist (“Checklist”) identifies the mandatory submission requirements that must be included in the Vendor’s Initial Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term “shall submit”. Failure to provide a mandatory submission requirement will 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.

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: Proposals submitted according to the due date, time and location provided in Section 1.6, Calendar of Events	1.6 and 3.3
<input type="checkbox"/>	One (1) electronic version of the Proposal in the form of a compact disk (CD);	3.5
<input type="checkbox"/>	Attachment A, Vendor Contact Information	3.6, Tab 1
<input type="checkbox"/>	Attachment B, Vendor Conflict of Interest Disclosure Form	
<input type="checkbox"/>	Attachment C, Responsibility Review Form	
<input type="checkbox"/>	Florida Registration	
<input type="checkbox"/>	Attachment D, Compensation Schedule	3.6, Tab 2
<input type="checkbox"/>	Attachment E, Certification of Criminal History	3.6, Tab 3
<input type="checkbox"/>	Attachment F, Vendor Resource Form	
<input type="checkbox"/>	Attachment H, Corporate Background and Experience Form	
<input type="checkbox"/>	Attachment I, Quality Assurance Questionnaire	3.6, Tab 4
<input type="checkbox"/>	Attachment K, Financial Certification	

SECTION 1 INTRODUCTORY MATERIALS

- 1.1 **STATEMENT OF PURPOSE:** As governed by Florida Statute 319.30, Citizens Property Insurance Corporation (Citizens) is seeking to contract with additional Vendors that demonstrate qualifications capable of providing timely delivery of Mobile Home Demolition Services for non-catastrophic and catastrophic property claims. Vendors' Contractors will be required to perform demolition, removal and disposal of mobile homes.

The primary objective of this solicitation is to secure contracts for demolition and disposal services in order to provide the services to policyholders who have sustained of eligible total losses from non-catastrophic and catastrophic events. Awarded vendors will be added to Citizens' existing network of Mobile Home Demolition Vendors.

- 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 will be effective upon execution and terminate on January 11, 2020 and, at Citizens' discretion, have one (1) 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:
06/30/15		Solicitation Released
07/09/15	5:00 PM ET	Questions Due
07/15/15		Answers Posted
07/24/15	2:00 PM ET	Responses Due
07/27/15 – 08/10/15		Responsiveness Review Period and Evaluation of Responses
08/13/15	10:00 AM	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.

A. Evaluation Committee Public Meeting: Citizens will hold a telephonic public meeting to determine which Vendor(s) each member of the Evaluation Committee would like to recommend for award.

The meeting will be held using the conference call number below at the date and time, as specified in Section 1.6, Calendar of Events.

Teleconference Number: 877-336-1828, Access Code: 1470720

Discussion between the Evaluation Committee and the Subject Matter Experts is permitted. However, since the purpose of this meeting is to announce the decisions of the Evaluation Committee, 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 additional vendors to provide full mobile home demolition services for catastrophic and non-catastrophic residential claims. This solicitation will help to ensure the availability of multiple qualified companies to provide demolition, removal, and disposal of mobile homes.

The goal of this project is to provide eligible Citizens policyholders with timely and proper demolition, removal and disposal of mobile homes. The selected Vendor(s) must:

- Provide services throughout the State of Florida;
- Demonstrate adherence to professional demolition practices, in accordance with Florida law, local municipal codes and regulations and industry standards,
- Maintain level of resources that will, at all times, meet the need for prompt and effective completion of assignments; and
- Ensure compliance with all federal, state and local laws and regulations.

2.2 DEFINITIONS:

- **Catastrophe or Catastrophic Event** – means a natural or unnatural event, occurring at any time, in which Citizens receives or anticipates receiving no less than 500 claims or which Citizens otherwise determines is a Catastrophe.
- **Citizens** - means Citizens Property Insurance Corporation, a State of Florida legislatively created governmental entity governed by subsection 627.351(6), Florida Statutes, and the Plan of Operation adopted, which is available on Citizens' website at www.citizensfla.com.
- **Employee or Staff** – means any person or other representative of the Vendor.
- **Firm Principle** – means each qualified person owning more than a 5% interest in the Vendor firm.
- **Non-Catastrophe or Non-Catastrophic Event** – means a natural or unnatural event causing a claim that is deemed not to be associated with a Catastrophic Event.
- **Response** - means all materials submitted by the Vendor pursuant to the solicitation instructions. Depending on the type of solicitation, these materials may also be referred to as the "bid" or the "proposal".
- **Responsiveness Review Period** – the period of time when the Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period.
- **Vendor** – means an entity that responds to this solicitation.

2.3 CURRENT MOBILE HOME DEMOLITION SERVICES VENDORS: A Vendor is not eligible to respond to this solicitation if the Vendor was awarded a contract for Mobile Home Demolition Services pursuant to Citizens RFP 14-0015.

2.4 MOBILE HOME DEMOLITION SERVICES: The Services for this solicitation and the resulting contract are contained entirely within Attachment J, Mobile Home Demolition Services Draft Contract (including scope of services and compensation schedule). Citizens does not guarantee, explicitly or implicitly, that the Vendor will receive any work assignments or any volume of work assignments during the term of this Contract.

2.5 CONTRACT TERMS AND CONDITIONS: All terms and conditions for the resulting contract are contained entirely within Attachment J, Mobile Home Demolition Services Draft Contract (including scope of services and compensation schedule).

2.6 CRIMINAL BACKGROUND INVESTIGATION: Vendor shall include in their response a fully completed and signed Attachment E, Certification of Criminal History, for each identified Firm Principal. If one or more of Firm Principals of Vendor are not able to truthfully complete and sign Attachment E, Certification of Criminal History, then Vendor is not eligible for contract award.

Upon notification of award, Vendor must submit a criminal background investigation report on each Firm Principal. This will be used to verify the certification provided in Attachment E.

A criminal background investigation report must be obtained from a third party entity (not Clerk of Court) for each Principal. At a minimum, the background investigation report must include an investigation for, and review of whether the Principal has ever pled guilty or no contest to a crime; been adjudicated guilty of a crime or had adjudication withheld for a criminal offense.

The Vendor is responsible for any and all costs associated with the criminal background investigation reports.

The criminal background investigation report shall include, but not be limited to, the reporting of:

- State and federal felony convictions;
- Misdemeanor convictions;
- Any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995;
- Any pending deferred adjudications with respect to the above;
- The past ten (10) years minimum; and
- Criminal histories and identity verifications.

A. Criminal History: Only primary information sources shall be used to directly access county, state, federal, and national electronic record repositories.

If reported by the courts, all criminal histories must include, but may not be limited to, convictions, or guilty pleas or pleas of no contest (nolo contendere) to a crime; having adjudication withheld for a criminal offense for any felony or misdemeanor offense.

All criminal history information shall include, but not limited to the following background investigation reporting information:

- 1) Federal Criminal History: Federal misdemeanor and felony conviction information including:
 - a. Date of charge;
 - b. Charge information;
 - c. Degree of charge;
 - d. Date of disposition; and
 - e. Disposition.
- 2) State Criminal History (i.e., a FCIC search for Florida-based Candidates): State misdemeanor and felony conviction information including:
 - a. Date of charge;
 - b. Charge information;
 - c. Degree of charge;

- d. Date of disposition; and
 - e. Disposition.
- 3) County Criminal History: County misdemeanor and felony conviction information including:
- a. Date of charge;
 - b. Charge information;
 - c. Degree of charge;
 - d. Date of disposition; and
 - e. Disposition.
- B. Sexual Offender Registries: Including a national crosscheck of all sex offender databases and registries. The Vendor will provide primary sex offender searches using the Dru Sjodin National Sex Offender Public Website, which allows the Vendor to uncover sexual criminal history in states where the Principals may have frequented but not lived. Vendor will also search State Sex Offender Need Registries that encompass all counties in each state. Additionally, a sex-offender search is included in the multi-jurisdiction National Criminal Database search, and any hits will be verified with the primary source.
- C. Government and Terrorist Watch Lists: Using an SDN search. The SDN search will be conducted using documentation provided by the US Treasury's OFAC system.
- D. Identity Verification Reports: All Identity Verification Reports shall include, but not be limited to, the following information:
- 1) Social Security Number Validations shall include a national crosscheck trace and verification of accurate social security numbers;
 - 2) All residential address histories dating back a minimum of seven (7) year, and whenever possible a 10-year prior history; and
 - 3) Any alias or maiden names associated with the social security number.
- E. Personal Reference Reports:
- 1) Professional Licensure and Certification Verification: All Professional Licensure and Certifications shall include, but not be limited to, the following information:
 - a. Any active or past professional or governmental licenses or certifications held by the Candidate in relation to this contract and scope of services;
 - b. Any disciplinary information, including suspensions, revocations, findings or otherwise; and
 - c. The search will also verify that the license is currently valid as well as provide a history of violations.

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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 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.: 15-0021, Supplemental Mobile Home Demolition Services

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

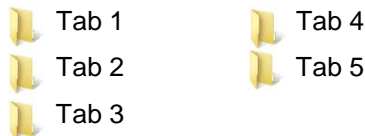
Citizens is under no obligation to look for responsive information contained in incorrect sections or that is not organized according to these instructions. All Responses must contain the sections outlined below. All Responses submitted should include numbered sections clearly separating and identifying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

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

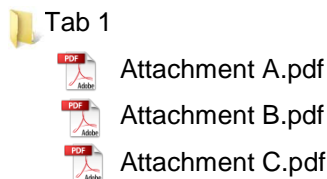
- A. Original CD Response: The Vendor **shall submit** with their Response one (1) CD original of their entire Response.
- B. Redacted Copy of Response: In addition to the CD required in Section A. above, the Vendor should submit an additional CD with their Response containing a full "Redacted" electronic version of their Response in accordance with Section 3.3, above. This CD should be labeled "**Redacted Response**" and be void of any information the Vendor deems exempt from Florida's public record law.

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.



- 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:

A. Vendor **shall submit:**

1. Attachment A, Vendor Contact Form
2. Attachment B, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)
3. Attachment C, Responsibility Review Form
4. Florida Registration: Provide a copy of registration with Florida Department of State – Division of Corporations which demonstrates that Vendor is authorized to do business in Florida;

Tab 2. Pricing: The Vendor **shall submit** a completed copy of Attachment D, Compensation Schedule in this section. Submittal of a proposal by a Vendor means that they accept and agree to the fee schedules designated by Citizens.

Vendor must agree to the Compensation Schedule as set forth in Attachment D, Compensation Schedule, to include Vendor selection of either a 0% discount, 5% discount, or 10% discount as set forth therein. Any other changes to a Vendor Bid Price will result in disqualification of the Response.

All permits and inspection fees which may be required by the city or county will be paid in addition to the compensation and fee schedule provided. Prior to incurring any additional fees for hazardous material disposal, please contact Citizens’ Claims Department to obtain approval in writing.

Tab 3. Business / Corporate Qualifications: Tab 3 is separated into two areas as identified below:

A. Vendor **shall submit** the following:

1. Attachment F, Vendor Resource Form: Vendor **shall submit** a completed Attachment F, Vendor Resource Form. If necessary, additional pages/documentation may be submitted behind the form.
2. Attachment H, Corporate Background and Experience Form: Vendor **shall submit** a completed Attachment H, Corporate Background and Experience Form. If necessary, additional pages/documentation may be submitted behind the form.

Note: Through Attachment H, Vendor must provide information that demonstrates that Vendor entity, or an entity for which Vendor is a legal successor by means of reorganization, merger, or acquisition, has for a minimum of two (2) years provided mobile home demolition services as defined in this solicitation. Vendors not meeting this requirement are not eligible for award.

3. Attachment I, Quality Assurance Questionnaire: Vendor **shall submit** a completed Attachment I, Quality Assurance Questionnaire. If necessary, additional pages/documentation may be submitted behind the form.

4. Background Investigations: Vendor **shall submit** in their response a fully completed and signed Attachment E, Certification of Criminal History for each identified Firm Principal. All Vendors must submit a criminal background investigation report on each Firm Principal. All criminal background checks and investigation reports must have been conducted in 2014 and are at the Vendors Expense. See section 2.6. for details.

B. Vendor **should submit** the following if applicable:

1. Florida Small Business Enterprises: Citizens encourages participation by Florida Small Business Enterprises (FSBE). Five (5) points will be awarded to each Vendor who qualifies as an FSBE and submits a notarized Attachment G, FSBE, FBE & MBE Declaration Form in this section.

Tab 4. Financial Documentation: Vendor **shall submit** Vendor shall submit the financial information requested in Attachment K Financial Certification. This information will be reviewed by Citizens' Vendor Management Office, to evaluate the Vendor's financial stability, viability, and capacity.

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

For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the pass / fail criteria and the maximum number of points that may be awarded by category:

TAB NO.	EVALUATION CRITERIA	POINTS
1	Submission of All Mandatory Forms and Documents	Pass/Fail
2	Pricing	20 Points
3	Attachment G, Florida Small Business Enterprise (FSBE)	5 Points
	Attachment F, Vendor Resource Form	25 Points
	Attachment H, Corporate Background and Experience Form	30 Points
	Attachment I, Quality Assurance Questionnaire	20 Points
4	Attachment K, Financial Documentation	Pass/Fail
	Total Points:	100 Points

Pricing Points Allocation: The following table will be used to score pricing

Discount	Score
0%	0
5%	10
10%	20

After the Responses are evaluated and scored by the individual evaluators the scores will be combined and averaged to determine the initial ranking of each Vendor. The Evaluation Team will meet in a public meeting to review the scores and rankings in order to determine which Vendors will advance to Recommendation of Award.

Before award, Citizens reserves the right to seek clarifications and request any information deemed necessary for evaluation of Responses. Vendors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. Citizens reserves the right to require attendance by particular named representatives of the Vendor during this solicitation process. Any written summary of presentations or demonstrations should include a list of attendees, a copy of the agenda, and copies of any visuals or handouts. This additional information will become part of the Vendor's Response.

- 3.8 EXCEPTIONS TO CONTRACT TERMS:** It is not permissible to submit exceptions to the Contract terms with your Response. If a Vendor has any questions or suggestions, including proposals for alternative solicitation or contractual terms, such questions or suggestions must be presented in writing to the Procurement Officer prior to the Questions Due deadline of this solicitation as described in Section 1.6, Calendar of Events. Citizens will consider all proposed contractual terms submitted during the Questions period and will reflect any accepted alteration of contract terms through an amendment to this solicitation. Responses that contain provisions that are contrary to the requirements found in this solicitation and not addressed through an amendment to the solicitation in response to a question raised in the Question period will be deemed non-responsive.
- 3.9 VENDOR'S REPRESENTATION AND AUTHORIZATION:** Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements, terms and conditions of this solicitation.

SECTION 4 SOLICITATION GENERAL CONDITIONS

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

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

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

After the timely filing of a written notice of intent to protest, the protestor must then file a formal written protest. **The formal written protest must be filed within 10 days after the date of the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedures: Procurement Protests (Section 4-5.00). Questions to the Procurement Officer do not constitute formal notice of a protest.

Any protest concerning this solicitation shall be governed by Section 627.351(6)(e), F.S., and Citizens' Board of Governors Procedures: Procurement Protests at: <https://www.citizensfla.com/shared/generalInfo/pdf/ProcurementProtestsProcedure.pdf>. Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

The address of Citizens' Clerk for the filing of: the notice of intent to protest or the formal written protest is:

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2312 Killearn Center Blvd, Building A
Tallahassee, FL 32309
Email: Agency.Clerk@citizensfla.com

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

- A section disclosing all current entities involved in the Change, when the Change is anticipated to take place and any information related to the Change that may affect the Response;

- Each area in Vendor's Response should contain a separate section that discusses whether the Change will alter, modify or otherwise affect the Vendor's Response; and
- If this is not applicable to your Response, Vendor should provide a statement that this section is "not applicable".

4.3 COSTS OF PREPARING RESPONSES: Citizens is not liable for any costs incurred by a Vendor in responding to this solicitation, including costs for materials, meetings and/or travel, if applicable.

4.4 DISPOSAL OF RESPONSES: Other than the Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article I of the Florida Constitution. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Response received in response to this solicitation. Selection or rejection of the Response will not affect this right.

4.5 ELECTRONIC POSTING: Citizens will electronically post all notices, solicitation documents and addenda on Citizens' website which is located at <https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm>.

4.6 FIRM RESPONSE: The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from the Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.

4.7 WITHDRAWAL OF A RESPONSE: A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of the Vendor, delivered to the Procurement Officer before the opening date listed in the competitive solicitation. Any Response submitted, and not properly withdrawn, shall remain a valid Response for one hundred and eighty (180) calendar days after the opening date. All Responses submitted shall remain property of Citizens and may be subject to the Public Record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.

4.8 MINOR IRREGULARITIES / MATERIAL DEVIATIONS: Citizens reserves the right to waive any minor irregularity which reflects a non-material deviation, if Citizens determines that doing so will serve Citizens' best interests. Citizens may reject any Response with a material deviation or Response not submitted in the manner specified by the solicitation documents.

4.9 MISREPRESENTATION: All information provided and representations made by the Vendor are material and important and will be relied upon by Citizens in awarding the contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Response. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including renewal period.

4.10 NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST: The Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. The

Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the services required under this solicitation.

4.11 REJECTION OF RESPONSES: Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions unless otherwise specified, as indicated in the competitive solicitation.

4.12 TIE BREAKING PROCESS: In the event a tie occurs in price and / or score between two (2) or more Vendors during a competitive solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria (listed in order of priority):

- All goods / services of the Vendor are manufactured / performed in Florida;
- The Vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
- All goods / services of the Vendor are manufactured / performed in the United States; and
- Certain foreign manufacturers with employees in Florida, as designated in Section 287.092, Florida Statutes.

If none of the above criteria resolves the tie, Citizens shall conduct a coin toss to determine the recommended Vendor for award. The tied Vendors will be informed of the tie, and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The Director of Purchasing Services or designee will ensure at least one (1) witness is present during the coin toss and document the results.

4.13 NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE: In the event that a Contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor under this solicitation. If Citizens fails to contract with the next-ranked eligible Vendor it may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found.

4.14 VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any verbal discussions with a Citizens' employee. Only written communications from authorized Citizens' staff will be considered as authorized on behalf of Citizens. Only written communications from the Vendor signed by an authorized representative will be recognized by Citizens.

END OF DOCUMENT