



**REQUEST FOR PROPOSAL NO. 15-0013
FOR
INSURANCE COMPANY FINANCIAL DATA SERVICES**

January 30, 2015

Refer ALL Inquiries to:
Jason Atwood, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8328
E-Mail: citizens.purchasing@citizensfla.com

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

TABLE OF CONTENTS

SECTION 1 – INTRODUCTORY MATERIALS

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

SECTION 2 – SCOPE OF SERVICES

- 2.1 Project Background
- 2.2 Service Requirements
- 2.3 Quality Assurance
- 2.4 Training

SECTION 3 – RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

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

SECTION 4 – SOLICITATION GENERAL CONDITIONS

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- 5.1 Public Records
- 5.2 Jurisdiction and Venue
- 5.3 Name/Logos
- 5.4 Confidentiality
- 5.5 Invoicing and Payment

ATTACHMENTS:

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

Attachment A – Price Sheet

Attachment B – Vendor Conflict of Interest Disclosure Form (Form No. 501b)

Attachment C – Responsible Vendor Review Form

Attachment D – FSBE, MBE & FBE Declaration Form

SPECIAL NOTE: When an item is identified in this solicitation using the specific term “**shall submit**” in bold type, such item is a mandatory component of Vendor's proposal. Failure to provide the specified document or information identified as “**shall submit**” will result in rejection of the proposal.

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist (“Checklist”) identifies the mandatory submission requirements that must be included in the Vendor's initial solicitation response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term “**shall submit**” in bold type. This Checklist identifies every mandatory submission requirement for the Vendor's initial response; If an inconsistency exists between the Initial Responsiveness Checklist and the RFP and Attachments, this Checklist is controlling. Failure to provide any of the below mandatory submission requirements **will result in disqualification** of Vendor (as non-responsive).

A Vendor may also be deemed non-responsive (and therefore disqualified) if it fails 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
<input type="checkbox"/>	One (1) originally signed hard copy	3.5
<input type="checkbox"/>	One (1) electronic version of the Proposal in the form of a compact disk (CD);	
<input type="checkbox"/>	Attachment A, Pricing Sheet	3.6, Tab 1
<input type="checkbox"/>	Attachment B, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)	
<input type="checkbox"/>	Attachment C, Responsible Vendor Review Form	

SECTION 1 INTRODUCTORY MATERIALS

1.1 STATEMENT OF PURPOSE: Citizens Property Insurance Corporation (Citizens) is seeking Responses from Vendors capable of providing standardized financial data for the Florida property insurance industry via a web-based subscription service. The web-based service must be able to provide statutory financial statement data, market analysis tools, Florida rate filing, market analysis of Florida Rule filings for property and casualty insurers, and other services as outlined in Section 2, Scope of Services.

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 initial contract term will be three (3) years and, at Citizens' discretion, have one optional two (2) year renewal term. All terms, conditions and pricing will remain fixed for the term of the contract unless otherwise specified in the solicitation.

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

CALENDAR OF EVENTS		
DATE:	TIME:	ACTIONS:
January 30, 2015		Solicitation Released
February 5, 2015	5:00 PM ET	Questions Due
February 9, 2015		Answers Posted
February 27, 2015	2:00 PM ET	Responses Due

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 company assisting Citizens' with regards to the solicitation.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 2 SCOPE OF SERVICES

2.1 PROJECT BACKGROUND: Citizens Property Insurance Corporation (Citizens) Corporate Analytics Team needs to have the ability to check individual insurance company's data and evaluate market share as well as other performance metrics. This data assists with market and product analysis to determine market availability, coverage and needs in order to ensure Citizens offers comparable products to the industry as required by Florida Statutes 627.027. The Vendor selected for this Contract should offer access to world-class data and news for the financial industry as well as the specific information described in Section 2.2 below.

SNL Financial LC is Citizens' current provider of these services.

2.2 SERVICE REQUIREMENTS: Unless specifically disclaimed in the Vendor's Response, Vendor and Vendor's Proposed System must meet the following requirements:

A. System Capabilities:

1. 24 hour, seven days per week access to interactive data resources via a secure web based service;
2. Capacity to provide simultaneous access for multiple Citizens' Concurrent Users;
3. An interface where the User can search Vendor's database(s), access standard reports, build customizable reports, and research data sources;
4. Provide details of efforts to validate source data;
5. Disclose methods used to ensure data accuracy; and
6. Client support in the form of instructions and guidance to facilitate use of the system.

B. Minimum Data / Information Content:

1. Data for P&C Insurers:
 - a. Company Profiles
 - b. GAAP, regulatory and statutory financials
 - c. Market share data
 - d. Mergers and acquisitions
 - e. Capital offerings information
 - f. Bank enforcement actions
 - g. Credit offerings and
 - h. Common insurance-industry metrics and measurements (i.e. RBC ratio, leverage ratios, ROE, P/BV, etc.)
 - i. Loss reserve information by line of business and accident year.
 - j. Individual components of annual statements as well as query access to these statements over time.
 - k. Ad Hoc Reporting capabilities for this data.
 - l. Grouping and subgrouping insurance companies that mimic corporate structures as they existed historically or in their current state.

- m. Grouping of insurance companies of interest for market analyses.
- n. Provide results that can be exported to an Excel format.

2. SEC Filing Data:

- a. Provide fifteen years of SEC filing data in a standardized format.

3. Market Share Analysis Tools:

- a. Provide standardized reports at the company level, combining data from various sources into a single platform for analysis such as capital adequacy, investment, and loss reserve analysis.
- b. Provide outputs that include performance metrics such as Combined Ratio, Loss Ratio, and Expense Ratios on a company basis.
- c. Grouping and subgrouping insurance companies to mimic corporate structures as they existed historically or in their current state.
- d. Scoring and ranking companies for ease of comparison.
- e. Generate standard and customizable reports that are exportable via Excel.

4. Product, Rule, and Rate Filings

- a. Search function for filing activity and return results such as document number, company name, state, type of insurance, filing status, effective date, and rate change requested/approved.
- b. Grouping of insurance companies to be alerted of recent filing activity.
- c. Provide rate filing data that is exportable via Excel.
- d. Provide search filings based on specific criteria or text within filings.

C. **Alerts:** Vendor must have the ability to deliver alerts to identify news stories that involve (i) insurance companies, (ii) insurance markets across the globe, and (iii) other issues filtered to specifics provided by Citizens.

D. **Reports:** Vendor's system must work with an Excel Add-In, or API.

E. **Response Times:** Response to data requests, production of standard reports, and customizable reports should have a near immediate return time. However, in some instances, due to time necessary to build, it is acceptable that the reports be sent as an attachment to an email in lieu of immediately displaying results via the website.

F. **Account Management and System Support:** Vendor must provide a dedicated Account Manager and system support during regular business hours to assist Citizens users with system usage, including but not limited to entering and retrieval of reports and interpreting results.

2.3 QUALITY ASSURANCE: Vendor must have a quality assurance process in place to ensure the integrity of the data, including but not limited to:

- A. Disclosure to customers of its efforts to validate source data.
- B. Disclosure to customers of other methods to ensure data accuracy.
- C. Disclosure to customer of the underlying calculations of financial measures when derived from reported data.

2.4 TRAINING: Vendor must be able to provide the following training to Citizens:

- A. Initial training via a webinar for up to 10 Citizens Users within 20 Business Days of contract execution and as necessary for any system upgrades.
- B. Training for new employees as they are on boarded.
- C. Periodic training for existing users as new features are developed and for any system upgrades.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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 Vendor's obligation to monitor Citizens' website to review amendments or addendums.
- 3.3 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 1.8, Calendar of Events. Responses must clearly identify the name and number of this solicitation on the front of Response, as follows:

RFP NO. 15-0013, Insurance Company Financial Data Services

- 3.4 RESPONSES SUBMITTED ARE PUBLIC RECORDS:** By participating in this solicitation process and submitting a Response, 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 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.

- 3.5 RESPONSE FORMAT:** This section prescribes the format in which Responses are to be submitted. Any information deemed appropriate by 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 Vendor's responsibility to provide complete answers and/or descriptions to all areas which Citizens has requested information. Do not assume Citizens will know what 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 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 Hardcopy Response: Vendor **shall submit** with their Response one (1) hard copy original of their entire Response.
- B. Original CD Response: Vendor **shall submit** with their Response one (1) CD original of their entire Response. **Please note that the hardcopy response and original CD response will be used for review and evaluation purposes and should be identical in form and content.**
- C. Redacted Copy of Response: If Vendor desires to protect any portion of its Response from disclosure to others, Vendor should submit an additional CD containing a full "Redacted" electronic version of their Response in accordance with Section 3.4, above. This CD should be labeled "**Redacted Response**" and be void of any information Vendor deems exempt from Florida's public record law.

- 3.6 RESPONSE CONTENTS:** The purpose of Vendors' Response is to demonstrate its qualifications, competence and capacity to provide services in conformity with the requirements of this solicitation. Responses should be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this solicitation. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Response shall be on completeness and clarity of content.

Vendor's Response should be organized as follows:

Tab 1. Forms and Documents: Vendor **shall submit** behind Tab 1:

- 1. Cover Letter: A cover letter on Vendor's letterhead with the following information:
 - a. Name and headquarters location of Vendor;
 - b. Federal Employer Identification (FEID) Number;
- 2. Attachment B, Vendor Conflict of Interest Disclosure Form (Form 501b);
- 3. Attachment C, Responsible Vendor Form

Tab 2. Pricing: (Maximum of 20 points) Vendor **shall submit** behind Tab 2, a completed copy of **Attachment A,** Price Sheet. *Pricing must be given for the full 3-year initial term plus the 2-year potential renewal term. Citizens will pay the subscription fees*

one year in advance and will commit to three (3) years of service.

Tab 3. Vendor Services: (Maximum of 70 points) Vendor shall submit behind Tab 3, a typed narrative document describing Vendor's ability to meet each of the requirements set forth in Sections 2.2, 2.3 and 2.4 of the RFP. Please be detailed and specific. Vendor may submit sample documents and/or screen shots of the data / system it is proposing to Citizens. Vendor may also propose any Service Level Standards it provides to customers (such as system availability, system accuracy, etc.).

Tab 4. Vendor Experience: (Maximum 10 points) Vendor shall submit behind Tab 4, a brief description of its experience providing services similar to those described herein to other property and casualty insurance clients (including the number of years doing so, the number of clients, etc.).

Tab 5. Contract Terms and Conditions: Vendor shall submit behind Tab 5, a copy of its standard agreement for the proposed services. The award of a contract shall not be construed as Citizens' acceptance of any such terms or conditions. After the award is issued, Citizens reserves the right to take exception to the proposed terms and conditions and add those terms set forth in Section 5. If the parties cannot reach agreement on the contract terms, Citizens reserves the right to rescind the award and issue an award to the next-ranked Vendor.

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 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 points indicated below.

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

TAB NO.	EVALUATION CRITERIA	SECTION NO.	POINTS
2	Pricing	Attachment A	20 Points
3	Service Requirements	2.2	60 Points
3	Quality Assurance	2.3	10 Points
3	Training	2.4	5 Points
4	Vendor Experience	3.6	5 Points
	Total Points:		100 Points

Using the evaluation criteria specified above, Citizens will evaluate and rank Responses and, at Citizens' sole discretion, proceed to contract with the highest ranked Vendor(s). Before the contract is awarded, Citizens reserves the right to seek clarifications and request any information deemed necessary for evaluation of Responses (including a demonstration of the proposed service/system).

B. Pricing Formula. The following formula will be used to evaluate Price. The lowest proposed total price from all responsive Vendors on Attachment A will be awarded 20 points and henceforth be known as Lowest Total Cost (LTC). Responses of other Vendors will be scored using the following methodology: LTC divided by the Response Cost (RC) being considered times maximum points score of 20 will equal the points awarded.

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

- 3.8** **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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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' Board Secretary 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' Board Secretary 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 3-5.00). 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' Board Secretary for the filing of: the notice of intent to protest, the formal written protest and any other documents related to a 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 Vendor in responding to this solicitation, including costs for materials, meetings and/or travel, if applicable.
- 4.3 DISPOSAL OF RESPONSES:** Other than Vendor's intellectual property, all Responses become the property of Citizens and will be a matter of public record subject to the Public Record provisions of Chapter 119, Florida Statutes, and 24(a), Article I of the Florida Constitution. To the

extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Response received in response to this solicitation. Selection or rejection of the Response will not affect this right.

- 4.4 ELECTRONIC POSTING:** Citizens will electronically post all notices, solicitation documents and addenda on Citizens' website which is located at <https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm>.
- 4.5 FIRM RESPONSE:** The Procurement Officer may make an award within one hundred and eighty (180) calendar days after the date of the opening, during which period Responses will remain firm and may not be withdrawn. If award is not made within one hundred and eighty (180) calendar days, the Response shall remain firm until either the Procurement Officer awards the Contract or the Procurement Officer receives from Vendor written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected.
- 4.6 WITHDRAWAL OF A RESPONSE:** A submitted Response may be withdrawn from consideration by written request signed by an authorized representative of Vendor, delivered to the Procurement Officer before the opening date listed in the competitive solicitation. Any Response submitted, and not properly withdrawn, shall remain a valid Response for one hundred and eighty (180) calendar days after the opening date. All Responses submitted shall remain property of Citizens and may be subject to the Public Record provisions of Chapter 119, Florida Statutes and 24(a), Art. I of the Florida Constitution.
- 4.7 MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Citizens determines that doing so will serve Citizens' best interests. Citizens may reject any response with a material deviation or response not submitted in the manner specified by the solicitation documents.
- 4.8 MISREPRESENTATION:** All information provided and representations made by Vendor are material and important and will be relied upon by Citizens in awarding the contract. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the contract and a fraudulent concealment from Citizens of the true facts relating to submission of the Response. A misrepresentation may be punishable under law, including, but not limited to, Chapter 817 Florida Statutes. Furthermore, any misrepresentation may be immediate grounds for termination of any contract related to this solicitation and said Vendor will not be able to participate in future solicitations or other business opportunities with Citizens for the duration of this contract term, including renewal period.
- 4.9 NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST:** Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the services required under this solicitation.
- 4.10 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.
- 4.11 TIE BREAKING PROCESS:** In the event a tie occurs between two (2) or more Vendors during a competitive solicitation, Citizens will determine the recommended Vendor for award based upon the following criteria (listed in order of priority):

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 5 STANDARD TERMS AND CONDITIONS

Citizens requires certain terms to be made part of the final contract with Vendor. The exact wording of such terms may be negotiated. However, as a Florida governmental entity, the substance of these terms must be included in the final contract.

The following are some standard contractual terms PROPOSED by Citizens that may be included in the resulting Contract with the selected Vendor:

- 5.1 PUBLIC RECORDS:** Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Record Requests (“PRR”); therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers Trade Secret, 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 is not authorized to unilaterally respond to a PRR without express written direction from Citizens.

Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

- 5.2 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 State courts sitting in Tallahassee, 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.

- 5.3 NAME/LOGOS:** Without the prior written consent of Citizens, 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.

5.4 CONFIDENTIALITY: Citizens will not disclose to Vendor any information that Citizens deems confidential, proprietary or trade secret.

5.5 INVOICING AND PAYMENT: Invoices shall contain the Contract number, purchase order number if applicable, and appropriate Vendor identification information. Citizens may require any other information from Vendor that Citizens deems necessary to verify any purchase order placed under the Contract. Invoices that must be returned to a Vendor due to preparation errors will result in a delay in payment. Within thirty (30) calendar days of actual receipt of the invoice, Citizens will either return the invoice to Vendor for correction, or approve it and process it for payment.

END OF DOCUMENT