



REFER ALL INQUIRIES TO
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**INVITATION TO BID (ITB) No. 20-0029
FOR**

MICR PRINTERS MAINTENANCE SERVICES, REPAIRS, PARTS, AND SUPPLIES

POSTING DATE

November 9, 2020

REPLY SUBMISSION DEADLINE

December 3, 2020, 2:30 PM ET

WHAT IS THE OPPORTUNITY?

- 1.1. DESCRIPTION OF SERVICES REQUESTED:** Citizens Property Insurance Corporation (Citizens) is seeking competitive sealed responses (Responses) from firms (Vendors) capable of providing maintenance services and repairs (Services). Such Services shall also include all parts and supplies needed (with the exception of check stock) for Citizens' magnetic ink character recognition (MICR) printers to successfully operate.

Citizens utilizes five MICR printers between its two brick and mortar locations in Jacksonville and Tallahassee, Florida. It is the desire of Citizens to contract with a Vendor for a multi-year agreement for all five MICR printers.

The all-inclusive Services pricing shall include and provide for the following:

- A. Monthly usage reports
- B. Overages (pricing for any use limitations or overages)
- C. Preventative maintenance, all parts and labor, including those considered expendable or consumable (ribbons, drums, OPC belts, thermal printheads, maintenance kits, etc.), in accordance with manufacture's recommendations.
- D. Break/fix repair support
- E. On-site periodic inspections. (During regular business hours of availability)
- F. Cleaning and inspections in accordance with printer manufacturer's recommendations
- G. Supplies and maintenance parts will either be new, or remanufactured, at Vendor's sole discretion
- H. Service level for repair resolution within four (4) business hours of Citizens' notification to Vendor
- I. Service level for next day delivery of Citizens' requested supplies
- J. Services after business hours and on Citizens' observed holidays
- K. Assignment of a dedicated account manager to work with Citizens assigned personnel

NOTE: Vendor will be reimbursed separate from the all-inclusive fixed price for MICR toner cartridges installed or delivered to Citizens to be billed at the then current Vendor price to similarly situated customers, on an as needed basis.

Repair Services must include a service level of repair resolution within four (4) business hours of notification. Hours of service shall be as follows:

- Jacksonville - twenty-four (24) hours per day, seven (7) days a week (would include disaster recovery efforts in the event of a catastrophe or any other event that results in an increased usage of the MICR printers)
- Tallahassee – between the business hours of 8:00 AM to 5:00 PM EST Monday through Friday

The cost for the Services can be based on usage, priced at a fixed monthly/yearly rate, with overages in excess of 50,000 double clicks priced on a cost-per double click basis. (Please see Attachment B – Price Sheet)

Model	Serial #	Quantity	Location
HP9050 Printer	JPRL84803F	1	2101 Maryland Circle; Tallahassee, FL 32303
HP9050 Printer	JPRL848039	1	2101 Maryland Circle; Tallahassee, FL 32303
Rosetta Pro Series 1357	01-C0066	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
Rosetta Pro Series 1357	S6630100003	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
Rosetta SP8400DN <i>NOTE: Back up high-speed check printer</i>	Y878R700054	1	2101 Maryland Circle; Tallahassee, FL 32303

To assist Vendors with bid preparation, Citizens provides the following historical usage report for the MICR printers:

Serial #	Date	Previous Counter	Date	Current Counter	Printed	Allowance	Pages
01-C0066	12/26/2019	6,306,442	1/25/2020	6,313,383	6,941	50000	43,059
S6630100003	12/26/2019	3,695,856	1/25/2020	3,735,466	39,610	50000	10,390
01-C0066	1/26/2020	6,313,383	2/25/2020	6,325,778	12,395	50000	37,605
S6630100003	1/26/2020	3,735,466	2/25/2020	3,775,586	40,120	50000	9,880
01-C0066	2/26/2020	6,325,778	3/25/2020	6,374,169	48,391	50000	1,609
S6630100003	2/26/2020	3,775,586	3/25/2020	3,789,021	13,435	50000	36,565
01-C0066	3/26/2020	6,374,169	4/25/2020	6,374,169	0	50000	50,000
S6630100003	3/26/2020	3,789,021	4/25/2020	3,789,021	0	50000	50,000
01-C0066	4/26/2020	6,374,169	5/25/2020	6,382,363	8,194	50000	41,806
S6630100003	4/26/2020	3,789,021	5/25/2020	3,886,213	97,192	50000	47,192
01-C0066	5/26/2020	6,382,363	6/25/2020	6,383,703	1,340	50000	48,660
S6630100003	5/26/2020	3,886,213	6/25/2020	3,935,759	49,546	50000	454
01-C0066	6/26/2020	6,383,703	7/25/2020	6,387,334	3,631	50000	46,369
S6630100003	6/26/2020	3,935,759	7/25/2020	3,992,808	57,049	50000	7,049
01-C0066	7/26/2020	6,387,334	8/25/2020	6,391,866	4,532	50000	45,468
S6630100003	7/26/2020	3,992,808	8/25/2020	4,043,294	50,486	50000	486
01-C0066	8/26/2020	6,391,866	9/25/2020	6,395,571	3,705	50000	46,295
S6630100003	8/26/2020	4,043,294	9/25/2020	4,104,035	60,741	50000	10,741

* Due to office closing for COVID-19 precautions, 3/26/2020 usage was unable to report. Current Vendor decided NOT to pursue the overage analysis for this time frame.

1.2. ABOUT CITIZENS:

Citizens is a not-for-profit government entity established in 2002 by the Florida Legislature to provide property insurance to those in Florida who are unable to purchase coverage in the private market. Citizens is governed by 627.351(6), Florida Statutes 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. Citizens' primary offices are in Jacksonville and Tallahassee, Florida. More information about Citizens can be found at www.citizensfla.com

1.3. TERM: The initial contract term shall be three (3) years. At Citizens' discretion, the contract may be renewed for up to three (3), separate one (1) year renewal periods.

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

CALENDAR OF EVENTS		
DATE	TIME	EVENT
November 9, 2020		ITB Released
November 12, 2020	11:00 AM ET	Pre-Bid Conference (Not Mandatory) Telephone number: (866) 574-0995 Access Code: 819034037#
November 17, 2020	2:00 PM ET	Questions Due
November 24, 2020		Answers Posted
December 3, 2020	2:30 PM ET	Responses Due
December 15, 2020	2:00 PM ET	Electronic Posting of Notice of Intended Award

HOW DO I RESPOND?

2.1. REPLY SUBMISSION: Quotes must be received no later than the due date and time listed in the caption. Vendors may submit Quotes via email addressed to purchasing@citizensfla.com with the subject line ITB No. 20-0029, MICR Printers Maintenance, Support and Overages. Vendors who submit their Replies via email should expect to receive an acknowledgement message within one business day. Vendors who do not receive such acknowledgement should immediately contact the Buyer to confirm whether their Quote has been received. Citizens is not obligated to extend the Replies due date/time to allow for email transmission delays errors.

Please note that Citizens is unable to receive a Reply via email if the material is provided using compressed (e.g., .zip) or encrypted files, or if the total size of the email and attachment(s) is 10 megabytes (MB) or greater.

2.2. QUOTE CONTENTS: The purpose of Vendor's Quote is to demonstrate its qualifications, competence, and capacity to provide the Services in accordance with the requirements of this ITB. Vendors shall submit the following (collectively, the Reply):

- A. Attachment A, Vendor Certifications. This document will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential award of contract. This document will be used in determining the responsibility of the Vendor.
- B. Attachment B, Price Sheet. This document will provide Citizens with pricing information about Vendor's proposed Services and will be used as a basis for evaluation and potential contract award.
- C. Attachment C, Financial Certification Form. 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 C.

Vendors may also submit a short cover letter. Vendors should not include any other material with a Proposal unless those materials are specifically referenced in one of the above Attachments. Citizens will not be obligated to review or accept any extraneous materials.

WHAT ARE THE RULES?

3.1. QUESTIONS: There is an open question period beginning upon release of the ITB and ending on the date and time specified in Section 1.4, Calendar of Events. During that period, Vendors may submit questions in writing to the Procurement Officer (see email address on the Cover Page). **Citizens will post answers to the questions on Citizens' website in accordance with Section 1.4, Calendar of Events so all questions and answers are made available at the same time to all Vendors.** Questions submitted will not constitute a protest to the ITB. Answers will constitute an amendment to the ITB only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS ITB, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD. SUBMITTING A QUESTION, HOWEVER, DOES NOT SERVE AS A NOTICE OF INTENT TO PROTEST.

Vendors are encouraged to cite the solicitation section number(s) or attachment to which the question pertains.

3.2. CHANGES TO ITB: If any changes are made to this ITB, such changes will be formally noted through an amendment or addendum posted on Citizens' website, which is located at <https://www.citizensfla.com/solicitations>. It is each Vendor's obligation to monitor Citizens' website to review amendments or addendums.

3.3. PUBLIC RECORDS: By participating in this ITB process and submitting a Proposal, Vendor acknowledges the requirements of the Florida Public Record laws found in Chapter 119,

Florida Statutes, and s. 24(a), Art. I of the Florida Constitution (Public Record Laws). All Proposals and written communications regarding this ITB become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Proposals are temporarily exempt from disclosure during the ITB process as provided in Section 119.071(1)(b), Florida Statutes.]*

If Vendor asserts that any portion of its Proposal or written communication is confidential or exempt from disclosure under the Public Record Laws (Protected Record), then Vendor **MUST** comply with the following process:

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Proposal or written communication with only protected portions redacted; and
- C. Submit a separate redaction log that provides a legal justification (e.g., Trade Secret Protection) for each redaction.

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

If Vendor has submitted a separate electronic copy of the Proposal or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy of the redacted portion of Vendor's Proposal and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, 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 mandate to produce a Protected Record.

- 3.4. CONTRACT AWARD:** Citizens anticipates issuing an Agreement that is as set forth in Attachment D, Draft Agreement which incorporates Vendor quote to the responsible and responsive Vendor who submits the lowest responsive bid which best meets the needs requested by Citizens.

Vendor is expected to accept the Agreement as part of the ITB response. At any time before awarding an Agreement, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Proposals.

- 3.5. VENDOR RESPONSIBILITY REVIEW:** Citizens will determine Vendor responsibility based on (a) information provided in Vendor's Proposal; (b) information obtained from independent research including information obtains from third parties or the internet; and (c) any clarifications or supplemental material provided

by Vendor at Citizens' request. To this end, Citizens may request Vendor to provide recent financial information, disclose potential conflicts of interests, and disclose any history of legal actions (including license suspensions, criminal records, administrative complaints, etc.).

3.6. **CONTRACT TERMS:**

Following the Intent to Award Notice, Vendor is expected to accept the Agreement as part of the ITB response. Vendor receiving an award may propose limited changes to the Agreement as needed to conform with industry standards and customs. If Citizens and Vendor cannot agree on the final terms, Citizens may award the contract to the next lowest priced Vendor or begin a new solicitation for the Services.

Vendor shall have no vested right to do business with or receive payment from Citizens until a contract is entered into by all parties.

3.7. **PROTESTS:** There are two conditions under which this ITB may be challenged:

- A. There may be a protest of the terms, conditions, and specifications contained in the ITB, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, reserving rights for further awards, 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 Citizens posts notice of the applicable ITB term, condition or specification (excluding Saturdays, Sundays and state holidays); or**
- B. A person adversely affected by Citizens' decision or intended decision to award a contract may challenge the decision. **A 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 (excluding Saturdays, Sundays and state holidays).**

Questions to the Procurement Officer do not constitute formal notice of protest.

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 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 Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this ITB shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfb-e636-40ec-a9f5-34873d053bf7>.

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
2101 Maryland Circle
Tallahassee, FL 32303
Email: Agency.Clerk@citizensfla.com

- 3.8. COSTS OF PREPARING PROPOSALS AND FUTURE USE:** Citizens is not liable for any costs incurred by Vendor in responding to this ITB, including costs for materials, meetings and/or travel. Other than Vendor's intellectual property, all Proposals become the property of Citizens. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Proposal. Acceptance or rejection of the Proposals will not affect this right.
- 3.9. WITHDRAWAL OF A PROPOSAL:** All Proposals submitted by Vendors will remain firm and may not be withdrawn for a period of one hundred eighty (180) calendar days from the date submitted. Any Proposal that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Proposal may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Proposal Due Date.
- 3.10. MINOR IRREGULARITIES:** Citizens reserves the right to waive any minor irregularity concerning a Proposal if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Proposal Due Date, to submit documents that were inadvertently omitted from a Proposal or that contained incomplete information if that will not provide Vendor with a competitive advantage. Citizens is under no obligation to waive a minor irregularity and may reject any Proposal not submitted in the manner specified by this ITB.
- 3.11. NO MISREPRESENTATIONS:** All information provided, and representations made by Vendor relating to this ITB or contained in Vendor's Proposal 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 Proposal. A misrepresentation may be punishable under law. Furthermore, any misrepresentation may be immediate grounds for termination of the contract and bar Vendor from participating in future solicitations or other business opportunities with Citizens.

ATTACHMENTS

Attachment A – Vendor Certifications

Attachment B – Price Sheet and/or Vendor Quote

Attachment C – Financial Certification Form

Attachment D - Draft Agreement