



**REQUEST FOR PROPOSALS No. 22-0016
FOR
COMMERCIAL ADJUSTING SERVICES**

PROPOSAL DUE DATE: SEPTEMBER 28, 2022

See Section 1.8 for the Calendar of Events

Refer ALL Inquiries to:

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

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ATTACHMENTS

Attachment A – Vendor Certification Form
Attachment B – Minimum Requirements Acknowledgement Form
Attachment C – Financial Review
Attachment D – Vendor Questionnaire
Attachment E – Resource Commitment Form
Attachment F – Compensation Schedule
Attachment G – Draft Contract
Attachment H – Vendor Travel Reimbursement Guidelines

PROPOSAL CHECKLIST

The following checklist identifies the **mandatory** documents that must be included in a Proposal. Failure to complete and provide any of these mandatory documents **shall result in disqualification** of the Vendor (as non-responsive).

	MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	One (1) electronic version of the Proposal via email	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Proposal via email (required only if Vendor considers portions of its Proposal confidential or exempt from disclosure under Florida's Public Records Law)	3.5. B.
<input type="checkbox"/>	Attachment A, Vendor Certification Form	3.6
<input type="checkbox"/>	Attachment B, Minimum Requirements Acknowledgement Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment C)	
<input type="checkbox"/>	Attachment D, Vendor Questionnaire	
<input type="checkbox"/>	Attachment E, Resource Commitment Form	
<input type="checkbox"/>	Attachment F, Compensation Schedule	

SECTION 1 - INTRODUCTION

- 1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (**Citizens**) is seeking competitive sealed proposals (**Proposals**) from firms (**Vendors**) capable of providing commercial adjusting services in support of its commercial property and casualty claims business needs throughout Florida (**Services**).

Citizens does not currently employ commercial desk or field adjusters, but instead relies on Services provided under this Contract to ensure sufficient adjusting resources for daily and catastrophe claims.

Citizens has identified a need for approximately 150 Adjusters to ensure scalability of resources immediately following a catastrophe as well as to maintain daily business operations. Adjuster training and proficiency is of the utmost importance and Citizens intends to contract with Vendors who meet those expectations to ensure successful ongoing claim response. To achieve this business objective, Vendors awarded Contracts under this solicitation shall be responsible for maintaining a dedicated training staff tasked with providing on-going training and exposure to Citizens' systems and claims practices. The Services are more fully described in Section 3 of Attachment G, Draft Contract.

Vendors will be contractually required to maintain a minimum number of Committed Adjusters who are credentialed and approved by Citizens in Citizens' designated system, and who at all times remain available to provide Services as requested by Citizens in accordance with the Contract.

Vendors must ensure that Adjusters have the necessary equipment to provide the Services, including a computer and compatible headset. Citizens provides desk Adjusters access to Citizens systems, including telecom and Citizens' claims estimating tool (currently Xactimate), through a virtual desktop. Field Adjuster assignments do not require access to Citizens' internal claims systems, as field Adjuster assignments primarily involve Citizens' claims estimating tool, Xactimate. Vendors are responsible for ensuring that Vendor and its field Adjusters have the necessary Xactimate licensing. Field assignments are currently sent via XactNet.

Vendors must satisfy the following minimum resource and experience requirements to be eligible for award:

Minimum Resource and Experience Requirements – Commercial Adjusting Services
Vendor must have a minimum of two (2) years of experience providing property and casualty insurance adjusting services.
Vendor must provide a resource commitment of at least twenty-five (25) Adjusters that meet the minimum requirements of at least Commercial Adjuster as further described in Section 3.7.4 of Attachment G, Draft Contract.

Awarded Vendors will be required to sign a Contract substantially in the form as set forth in Attachment G, Draft Contract. Citizens will assign work under the Contracts on a case-by-case basis as the need arises and based on considerations in effect at that time. Citizens cannot guarantee how much work, if any, will be made to a particular Vendor.

1.2 DEFINITIONS: In addition to other terms defined in this RFP, the following terms shall have the following meanings:

- A. **Adjuster** – means a properly licensed and appointed independent adjuster as defined by Section 626.855, Florida Statutes, and who meets the requirements of and is fully credentialed in accordance with Attachment G, Draft Contract.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **Committed Adjuster** – means one of the Adjusters that Vendor has agreed to make available to Citizens as further described and in accordance with Attachment G, Draft Contract.
- D. **Contract** – means the contract with a Vendor for Services that results from this RFP.
- E. **Procurement Officer** – means the Citizens employee identified on the cover of this RFP.
- F. **Proposal** – means all materials submitted by Vendor pursuant to this RFP.
- G. **RFP** – means this Request for Proposals and all attachments, amendments and addenda.
- H. **Services** – means all the activities of Vendor which are collectively necessary to provide the services to Citizens pursuant to this RFP.
- I. **Task Adjusting Model** – means a model in which the field Adjuster is primarily responsible for the field inspection, inclusive of inspecting the loss, obtaining photos, creating a scope and estimate of damages, sketching and providing a narrative report, which is provided to an assigned desk Adjuster who has ultimate responsibility for the claim.
- J. **Team Adjusting Model** – means a scalable, task-based model, comprised of both desk and field Adjusters who work collaboratively to service commercial claims, and which may involve the assignment of multiple field Adjusters for one claim, with Vendor responsible for staffing all such field Adjusters for each team/claim.
- K. **Vendor** – means an entity responding to this RFP.

1.3 CITIZENS BACKGROUND: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide affordable property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 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. Additional information about Citizens is available at Citizens' website: <https://www.citizensfla.com>.

1.4 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. To this end, it is vital that such businesses participate in Citizens' procurement process as both prime contractors and subcontractors. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Proposals to this RFP.

1.5 TAXES: Citizens is a 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 employee wages.

- 1.6 **CONTRACT TERM:** The Contract term is anticipated to be three (3) years. At Citizens' discretion, the Contract may be renewed for up to two (2), separate one (1) year renewal periods.
- 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 Proposal. The foregoing prohibition against contact includes contacting any Citizens employee (other than the Procurement Officer), members of the Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.
- 1.8 **CALENDAR OF EVENTS:** Listed below are important events, dates and times relevant to this RFP. 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
August 18, 2022		RFP Released https://www.citizensfla.com/solicitations
August 26, 2022	11:00 AM ET	Pre-Response Conference (Not Mandatory) <u>Telephone number:</u> (904) 490-0703 <u>Access Code:</u> 995381019#
September 1, 2022	2:00 PM ET	Questions Due
September 14, 2022		Answers Posted
September 28, 2022	2:30 PM ET	Proposals Due
November 3, 2022	2:00 PM ET	Evaluation Committee Public Meeting to Rank the Proposals to Announce Intent to Award Contract(s) <u>Telephone number:</u> (904) 490-0703 <u>Access Code:</u> 619976207#

- 1.9 **PUBLIC MEETINGS:** Public meetings related to this RFP will be held on the dates and times indicated in Section 1.8, Calendar of Events. The instructions for accessing each meeting are provided below:

Any person requiring an accommodation because of a disability should contact the Procurement

Officer at least five business days prior to the public meeting. A person who is hearing or speech impaired can use the Florida Relay Service at (800) 955-8771 (TDD operator).

- A. **Pre-Response Conference:** A telephonic Pre-Response Conference will be held to provide Vendors with pertinent information, address questions, and clarify any provisions in the RFP that may not be fully understood. **Attendance at the Pre-Response Conference is not mandatory.**
- B. **Evaluation Committee Public Meeting:** Citizens will hold a telephonic public meeting for the evaluation committee to rank the Proposals based on evaluation criteria set forth in Section 3 and announce its intent to award the Contract(s). **Attendance at this meeting is not mandatory.** Discussion between the evaluation committee and subject matter experts is permitted. However, in keeping with a competitive solicitation process, no discussion concerning the Proposals may occur between any of the evaluation committee members and any Vendor during this public meeting.

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SECTION 2 - SCOPE OF SERVICES

- 2.1 BACKGROUND:** As of July 31, 2022, Citizens commercial policy count is 4,891. These policies provide coverage for approximately 13,500 structures which contain over 118,164 separate units (e.g., condominium units, retail stores, and restaurants) with a total insured value of over \$21B. Over 60% of the policies are in Miami-Dade, Broward, and Palm Beach Counties.

Citizens is currently contracted with four (4) vendors for commercial adjusting services. These vendors were previously awarded under RFP 15-0018 with agreements effective October 23, 2015, through April 22, 2023. It is anticipated that the contracts awarded under this RFP will replace the current contracts.

Citizens relies on the Services provided under this Contract for both desk and field Adjusters for daily and catastrophe claims. For commercial claims adjusting, Citizens primarily utilizes a Task Adjusting Model in which the Adjuster is primarily responsible for the field inspection, inclusive of inspecting the loss, obtaining photos, creating a scope and estimate of damages, sketching, and providing a narrative report. Each claim will also have an assigned desk Adjuster who has ultimate responsibility for the claim. The claim assignments made to the desk Adjusters will be determined by Citizens. At times, Citizens may utilize a Team Adjusting Model in which a lead field Adjuster is responsible for subordinate field Adjusters during the adjustment of a specific claim or group of claims. The Team Adjusting Model will be utilized for claims with many buildings and/or units requiring inspection.

The following table represents Citizens' recent commercial claims filed. These claims figures could increase drastically in a Catastrophic Event.

YEAR	NUMBER OF CLAIMS FILED*	COMMERCIAL ADJUSTING FIRM SPEND
2016	577	\$1,582,933.58
2017	2,327	\$11,211,967.21
2018	314	\$4,374,584.10
2019	209	\$1,003,125.62
2020	238	\$336,534.50
2021	89	\$94,076.06
TOTAL	3,754	\$18,603,221.07

*2,770 of the above claims designated as Tropical Storm or Hurricane related

- 2.2 MINIMUM QUALIFICATIONS:** Minimum qualifications for this RFP are represented in four attachments, as described below. Vendor must satisfy the minimum qualifications in order to be eligible for an award of a Contract under this RFP, subject to Section 4.5 below:

- A. Through **Attachment A, Vendor Certification Form**, Vendor must submit information to assist Citizens in determining whether contracting with Vendor presents a significant potential or actual organizational conflict of interest, and whether the parties are able to satisfactorily avoid, neutralize, or mitigate such potential or actual conflict of interest. Vendor must receive a PASS determination from Citizens regarding potential or actual conflicts of interest as described in **Attachment A**.
- B. Through **Attachment B, Minimum Requirements Acknowledgment Form**, Vendor must certify that it meets certain minimum requirements relating to the RFP. Vendor must answer "Yes" to each of the minimum requirements listed in **Attachment B**.
- C. Through **Attachment C, Financial Review**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability to perform the services for the term of the Contract. Vendor must receive a PASS determination from Citizens' Vendor Management Office, with the assistance of an independent CPA, regarding Vendor's financial stability as described in **Attachment C**.

2.3 DESCRIPTION OF SERVICES: The service requirements for this RFP are contained entirely within Attachment G, Draft Contract.

Vendors are encouraged to offer additional services and solutions in their Proposal to distinguish themselves from other Vendors. These additional services and solutions may be taken into account during the evaluation process and may be incorporated into the Contract.

2.4 CONTRACTUAL TERMS AND CONDITIONS: Vendors receiving a contract award must sign a Contract memorializing the award. The Contract will be substantially as set forth in Attachment G, Draft Contract. After receiving an award, Vendor may propose limited edits to the Draft Contract that Vendor asserts and evidences are necessary to conform to industry standards and customs. If Citizens and Vendor are unable to finalize the terms of the Contract, Citizens may withdraw the award and award to the next-ranked Vendor(s).

Please note that Vendors are not required to submit proposed limited edits to the Attachment G, Draft Contract until after Citizens announces its Intent to Award Contracts. Any questions or requests for proposed limited edits to the Attachment G, Draft Contract may be raised in either the Pre-Bid Conference or in the Open Question period during this RFP.

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SECTION 3 - PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

- 3.1 QUESTIONS:** There is an open question period beginning upon release of the RFP and ending on the date and time specified in Section 1.8, 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 1.8, 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 RFP. Answers will constitute an amendment to the RFP only to the extent a substantive change is made.

VENDORS ARE ADVISED TO RAISE ANY QUESTIONS THEY HAVE REGARDING THE REQUIREMENTS OF THIS RFP, 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 RFP:** If any changes are made to this RFP, 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 RFP 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), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Proposals and written communications regarding this RFP become public records upon receipt by Citizens and therefore are subject to public disclosure. *[Note: Proposals are temporarily exempt from disclosure during the competitive solicitation process as provided in Section 119.071(1)(b), Florida Statutes.]*

If Vendor asserts that any portion of its Proposal or written communication are 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.

Citizens does not consider the pricing in Attachment F to be a Protected Record under Florida law, ("Pricing"). The parties acknowledge that (i) Citizens may disclose Pricing in public meetings, in publicly posted documents, and in response to public records requests.

3.4 PROPOSAL DUE DATE AND SUBMISSION: Proposals must be received by the Procurement Officer at the email address listed in Section 3.5.A below on or before the date and time specified in Section 1.8, Calendar of Events.

3.5 PROPOSAL FORMAT: This Section prescribes the format in which Proposals are to be submitted. Any information deemed appropriate by Vendor may be included within the Vendors Proposal. Mandatory documents are identified in Section 3.6 by the specific term "**shall submit**" in bold type. Failure to provide or satisfy any of the mandatory documents **will result in disqualification of the Vendor as non-responsive, subject to Section 4.5.**

Citizens is under no obligation to look for responsive information that is not organized according to these instructions.

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 a Vendor's capabilities are or what items/services it can provide, even if the Vendor has previously contracted with Citizens. Proposals are evaluated on the information and materials provided in the Proposal. Links to outside materials or external website links are discouraged, and evaluators are under no obligation to review such materials for the scoring of Proposals.

Vendors must clearly identify any attempt to use the background, experience or qualifications of a parent company, a predecessor company, or an affiliated company as part of its Proposal. Citizens may, but is not required to, consider such information in its initial review and evaluation of the Proposal. If the other company's information is considered necessary for the evaluation of a Proposal, Citizens may require the other company to guarantee the performance or obligations of Vendor.

A. Original Proposal: Submit Proposals via email addressed to citizens.purchasing@citizensfla.com with the subject line **22-0016, Commercial Adjusting Services. Citizens is unable to receive a Proposal via email if the material is provided using compressed (e.g., .zip) or encrypted files.**

Vendors should expect to receive an acknowledgement message within one business day of submitting their Proposal via email. Vendors who do not receive such acknowledgement should immediately contact to the Procurement Officer to confirm whether their Proposal has been received. Citizens is not obligated to extend the Proposal due date/time to allow for email transmission delays and errors.

B. Redacted Copy of Proposal (if applicable): In addition to the original Proposal required in Section A. above, Vendor should submit a separate email containing a full "Redacted" electronic version of their Proposal in accordance with Section 3.3, above. This email should be labeled "**Redacted Proposal**" and be void of any information Vendor deems exempt from Florida's Public Records Laws. Along with the Redacted Proposal, submit a legal justification for each redaction (e.g., Trade Secret Protection).

- 3.6 PROPOSAL CONTENTS:** The purpose of Vendor's Proposal is to demonstrate its qualifications, competence, and capacity to provide the Services in conformity with the requirements of this RFP. To be eligible for award, Vendors shall submit the following (collectively, the Proposal):

VENDOR PROPOSAL	
ITEM	DESCRIPTION
1. Attachment A, Vendor Certification Form	These documents will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential contract award. These documents will <u>not</u> be used in the scoring of Proposals.
2. Attachment B, Minimum Requirements Acknowledgement Form	
3. Financial Documents (as requested in Attachment C)	
4. Current IRS W-9 or W-8 Form (as requested in Attachment C)	
5. Attachment F, Compensation Schedule	
6. Attachment D, Vendor Questionnaire	These documents will provide Citizens with specific information about Vendor's proposed Services and <u>will</u> be used as a basis for evaluation and scoring of the Proposals.
7. Attachment E, Resource Commitment Form	

Vendors should not include any other material with a Proposal unless those materials are specifically referenced in one of the above attachments. Citizens is not obligated to review or accept any extraneous materials.

- 3.7 EVALUATION PROCESS:** Proposals will be provided to the evaluation committee members for individual review using the allocation of points indicated below. Prior to or concurrent with evaluation committee member review, Citizens will review all Proposals to determine whether the minimum qualifications and other requirements are met. Proposals that do not comply will be disqualified from further consideration. At any time before awarding a Contract, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Proposals.

ATTACHMENT	QUESTIONNAIRE SECTIONS	MAXIMUM POINTS
D: Vendor Questionnaire	Section I – Corporate Background and Experience	30
	Section II – Quality Assurance	25
	Section III - Training	25
E: Resource Commitment Form		20
TOTAL POINTS		100

Resource Commitment Score. The following points will be awarded for the Resource Commitment submitted by Vendor in Attachment E, Resource Commitment Form:

Vendor's Committed Resources	Awarded Points
36 or More	20
25-35	15
Less than 25	Not eligible for Award

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the resource commitment score to determine the initial ranking of Vendors. In the Evaluation Committee public meeting, evaluators may change their initial scores based on their discussions with other evaluation committee members and any subject matter experts. A Contract may be awarded to the responsive and responsible Vendor(s) whose Proposal receives the highest average score.

- 3.8** **EXECUTION OF CONTRACT:** Following the Evaluation Committee Public Meeting, Vendors will be required to sign a final Contract that includes terms and conditions substantially as set forth within **Attachment G, Draft Contract**. See *Section 2.4 above*. Citizens' expectation is that the terms and conditions within Attachment G will be closely adhered to. Any request to change contract terms in Attachment G are allowed to be submitted to the Procurement Officer during the open questions period for this RFP. Over the term of the Contract, Citizens may amend for logical follow-on work within the general scope.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens. Citizens may use other Vendors for the Services and is not required to contact more than one Vendor about an assignment. No Vendor, including the top-ranked Vendor(s), is entitled to be contacted about any work assignment or to receive any particular volume of work. Work assignment decisions will be made by Citizens at its discretion based on considerations in effect at the time of the assignment.

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SECTION 4 - GENERAL CONDITIONS

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

- A. There may be a protest of the terms, conditions, and specifications contained in the RFP, 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 RFP 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 pursuant to Sections 287.057(1) or (3)(c), Florida Statutes, 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 RFP 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

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

4.3 USE OF PROPOSALS: Other than Vendor's intellectual property, all Proposals become the property of Citizens and, Public Records, will be a matter of public record subject to the Public Records provisions of Chapter 119, Florida Statutes, and s. 24(a), Art. 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 Proposal. Acceptance or rejection of the Proposals will not affect this right.

4.4 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.

4.5 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 RFP.

4.6 NO MISREPRESENTATIONS: All information provided and representations made by Vendor relating to this RFP 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, including, but not limited to, Chapter 817, Florida Statutes. 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.

4.7 NO 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 RFP.

4.8 TIE BREAKING PROCESS: In the event a tie occurs in the score of two or more Vendors, Citizens will determine the recommended Vendor for Contract 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
- Vendor is a foreign manufacturer 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 Contract 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 witness is present during the coin toss and will document the results.

4.9 SUBSEQUENT CONTRACT AWARDS: If a Contract entered into pursuant to this RFP is terminated for cause by Citizens or terminated without cause by Vendor, Citizens reserves the right to re-procure substitute Services with the next-ranked eligible Vendor under this RFP. 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, terms and conditions is found.

- 4.10** **ENTIRE SOLICITATION**: This RFP shall constitute the entire understanding of the parties with respect to the solicitation of the Services hereunder. No 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.

END OF DOCUMENT