CITIZENS PROPERTY INSURANCE CORPORATION

2101 MARYLAND CIRCLE
TALLAHASSEE, FLORIDA 32303-1001



REFER ALL INQUIRIES TO
YOLANDA BAÑOS, PROCUREMENT OFFICER
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INVITATION TO BID (ITB) No. 24-0006 FOR MICR PRINTER MAINTENANCE SERVICES, REPAIRS, PARTS, AND SUPPLIES

POSTING DATE

April 15, 2024

REPLY SUBMISSION DEADLINE

April 30, 2024 - 2:30 PM EST

WHAT IS THE OPPORTUNITY?

1.1. <u>DESCRIPTION OF SERVICES REQUESTED</u>: Magnetic ink character recognition (MICR) printers are a vital part of Citizens Property Insurance Corporation's (Citizens) business operations, in the process of printing of checks for claims payments, premium refunds, and accounts payable. Through this ITB, Citizens is seeking competitive sealed bids (Bids) from firms (Vendors) capable of providing maintenance services, repairs, parts, and supplies including toner (Services) to ensure seamless operation of Citizens' MICR printers. Regarding parts and supplies, the Services must specifically include toner, and must include everything necessary (with the exception of check stock) to maintain and ensure proper operation of the MICR printers.

In addition to annual maintenance charges, Vendor must provide "pass through" verification pricing for MICR toner cartridges installed or delivered to Citizens as well as parts including those considered expendable or consumable (ribbons, drums, OPC belts, thermal printheads, maintenance kits, etc.), in accordance with manufacturer recommendations, at the Vendor price to similarly situated customers. The "pass through" verification cost may include a discount, markup, or static cost. Vendor shall indicate which they are offering as part of their bid response in Attachment C – Price Sheet. Vendor can provide toner and parts at a "pass through" cost, with verification of the "pass through" pricing from the supplier. This would allow toner and parts to be provided at an identified price, but directly based upon the cost to the Vendor.

Citizens utilizes five MICR printers between its two brick and mortar locations in Jacksonville and Tallahassee, Florida. It is Citizens' desire to contract for Services with one Vendor for a multi-year agreement, as further described in Section 1.3., to support all five MICR printers. There is a possibility that a Citizens location will open in Tampa, Florida, and may require services at that location.

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 in excess of 50,000 double clicks, see Attachment C Price Sheet);
- C. toner as described above;
- D. preventative maintenance, all parts and labor, including those considered expendable or consumable (including but not limited to ribbons, drums, OPC belts, thermal printheads, and maintenance kits), in accordance with manufacturer recommendations;
- E. break/fix repair service support;
- F. on-site, periodic (quarterly minimum) scheduled maintenance inspections (during regular business hours of availability);
- G. cleaning and inspections in accordance with printer manufacturer's recommendations;
- H. supplies and maintenance parts will either be new, or remanufactured, at Vendor's sole discretion;
- I. service level for repair resolution within four (4) business hours of Citizens' notification to Vendor;
- J. service level for Citizens' requested supplies is next day delivery;
- K. services also delivered after business hours and on Citizens' observed holidays; and,
- L. assignment of a dedicated account manager to work with Citizens assigned personnel.

Hours of service shall be as follows:

- **Jacksonville**: Twenty-four (24) hours per day, seven (7) days a week. This includes 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 price for Services can be based on usage, priced at a fixed monthly/yearly rate, with overages in excess of 50,000 double clicks price on a cost-per double click basis. Please see Attachment C – Price Sheet. Below are the specific machines to which this ITB applies:

MODEL	SERIAL#	QTY	LOCATION
RICOH PRO 8320	5471CC00014	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
RICOH PRO 8320	5471CC00026	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
ROSETTA P 501M	5211PC00469	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
ROSETTA P 501M	5211PC00468	1	301 West Bay Street; Suite 1300 Jacksonville, FL 32202
ROSETTA SP8400DN	Y878R700054	1	2101 Maryland Circle, Tallahassee, FL 32303

To assist Vendors with Bid preparation, Citizens' historical MICR printer usage is included below:

DATE	RICOH PRO 8320 AAA103397 SN: 5471CC00014	RICOH PRO 8320 AAA103398 SN: 5471CC00026	ROSETTA P 501M MICR PRINTER (1) AAA94031 SN: 5211PC00469	ROSETTA P 501M MICR PRINTER (2) AAA94030 SN: 5211PC00468
9/2/22	75,736	129,162	68	84
9/23/22	128,118	159,419	99	72
11/16/22	451,871	466,338	3,342	2,333
12/15/22	715,318	742,343	3,342	2,333
1/17/23	863,377	872,150	3,342	2,333
2/15/23	991,468	996,122	3,342	2,333
3/15/23	1,075,108	1,109,897	3,342	2,333
4/17/23	1,181,779	1,236,938	3,342	2,333
5/15/23	1,291,206	1,326,343	3,342	2,333
6/15/23	1,346,242	1,508,876	3,342	2,333
7/17/23	1,401,135	1,658,234	3,342	2,333
9/18/23	1,650,210	1,872,370	3,342	2,333
10/10/23*	1,721,011	1,952,036	3,342	2,333
11/17/23	1,816,204	2,091,475	3,342	2,333
12/15/23	1,883,652	2,170,158	3,342	2,333
01/24/24	1,996,808	2,235,464	3,342	2,333
02/15/24	2,068,004	2,318,390	3,417	2,391

- 1.2. <u>ABOUT CITIZENS</u>: 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 agreement term shall be three (3) years. At Citizens' discretion, the agreement may be renewed for (1) year, three (3) year renewal period.
- **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			
04.15.2024		ITB Released			
04.19.2024	2:30 PM EST	Questions Due			
04.23.2024		Answers Posted			
04.30.2024	2:30 PM EST	Responses Due			
05.07.2024	2:30 PM EST	Electronic Posting of Notice of Intended Award			

HOW DO I RESPOND?

2.1. BID SUBMISSION: Quotes must be received no later than the due date and time listed in the calendar. Vendors submit Bids may via email addressed citizens.purchasing@citizensfla.com with the subject line ITB No. 24-0006, MICR Printers Maintenance, Support and Overages. Vendors should expect to receive an acknowledgement message within one (1) business day. Vendors who do not receive such acknowledgement should immediately contact the Procurement Officer to confirm whether their Bid has been received. Citizens is not obligated to extend the Bid due date/time to allow for email transmission delays errors.

Please note that Citizens is unable to receive a Bid 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. BID CONTENTS**: The purpose of Vendor's Bid 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 Bid):
 - A. <u>Attachment A Firm Certification Form.</u> 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 an agreement. This document will be used in determining the responsibility of the Vendor.
 - B. Attachment B Minimum Requirements Acknowledgement Form. Vendor shall submit this Minimum Acknowledgement Form 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 B.

C. <u>Attachment C – Price Sheet</u>. This document will provide Citizens with pricing information about Vendor's proposed Services and will be used as a basis for evaluation and potential agreement award.

At any time before awarding an Agreement, Citizens reserves the right to seek clarifications deemed necessary for proper evaluation of Bids.

W-9. Request for taxpayer identification number and certification. For Citizens to complete the financial review process, submission of the current valid W-9 is requested. Go to www.irs.gov/FormW9 for instructions and the latest information.

Vendors may also submit a short cover letter. Vendors should not include any other material with a Bid 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 Bid, 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 Bids and written communications regarding this ITB become public records upon receipt by Citizens and therefore are subject to public disclosure. [Note: Bids 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 Bid 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 Bid 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 Bid 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 Bid 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. AGREEMENT AWARD AND TERMS: Citizens anticipates issuing an Agreement, to the responsible and responsive Vendor who submits the lowest responsive bid, whose terms and conditions consistent with Attachment D – Draft Agreement, which will incorporate Vendor's bid, and will meet the needs requested by Citizens.

Following the Notice of Intent to Award, Vendor is expected to accept the terms within Attachment D as part of their ITB response. During agreement finalization, Vendor receiving an award may propose limited changes, including proposing its standard terms and conditions consistent with standard industry practice, for inclusion in the finalized agreement. In general, conflicts are expected to be governed by Attachment D. Vendor shall have no vested right to do business with or receive payment from Citizens until an agreement is entered into by all parties. If Citizens and Vendor cannot agree on the final terms, Citizens may award the agreement to the next lowest priced Vendor or begin a new solicitation for the Services.

3.5. <u>VENDOR RESPONSIBILITY REVIEW</u>: Citizens will determine Vendor responsibility based on (a) information provided in Vendor's Bid; (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. 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 agreement, reserving rights for further awards, or modifying or amending any agreement. 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 agreement 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

- 3.7. COSTS OF PREPARING BIDS 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 Bids 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 Bid. Acceptance or rejection of the Bids will not affect this right.
- **3.8.** <u>WITHDRAWAL OF A BID</u>: All Bids 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 Bid that expresses a shorter duration may, in the Procurement Officer's sole discretion, be accepted or rejected. Notwithstanding the above, a Bid may be withdrawn from consideration by written request of Vendor to the Procurement Officer before the Bid Due Date.

- 3.9. MINOR IRREGULARITIES: Citizens reserves the right to waive any minor irregularity concerning a Bid if Citizens determines that doing so will serve Citizens' best interests. This includes the right to allow a Vendor, after the Bid due date, to submit documents that were inadvertently omitted from a Bid 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 Bid not submitted in the manner specified by this ITB.
- 3.10. NO MISREPRESENTATIONS: All information provided, and representations made by Vendor relating to this ITB or contained in Vendor's Bid are material and important and will be relied upon by Citizens in awarding the agreement. Any intentional or negligent misstatement may be treated as a fraudulent inducement to award Vendor the agreement and a fraudulent concealment from Citizens of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law. Furthermore, any misrepresentation may be immediate grounds for termination of the agreement and bar Vendor from participating in future solicitations or other business opportunities with Citizens.

ATTACHMENTS

Attachment A – Firm Certification Form

Attachment B – Minimum Requirements Acknowledgement Form

Attachment C – Price Sheet

Attachment D – Draft Agreement