REQUEST FOR PROPOSALS
15-0019
CONTINGENT STAFFING SERVICES

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.

<table>
<thead>
<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>ACTIONS:</th>
</tr>
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<tbody>
<tr>
<td>06/15/15</td>
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</tr>
<tr>
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<td>3:00 PM ET</td>
<td>Vendors’ Questions Due</td>
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<td>07/01/15</td>
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<td>Citizens’ Response to Vendors’ Questions Posted</td>
</tr>
<tr>
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<td>Vendors’ Responses Due</td>
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<td>Responsiveness Review Period and Review/Evaluation of Responses</td>
</tr>
<tr>
<td>08/26/2015</td>
<td>11:00 AM ET</td>
<td>Public Meeting – Award Contract</td>
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Refer ALL Inquiries to:
Kristina DeLeo, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 513-3929
E-Mail: citizens.purchasing@citizensfla.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 627.351 (6) (e), F.S., CONSTITUTES A WAIVER OF PROCEEDINGS.
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ATTACHMENTS:
The below list of forms and documents pertain to this competitive solicitation. It is the Vendor’s responsibility to review and submit all requested forms and information with their Response.

Attachment A – Vendor Conflict of Interest Disclosure Form *(Form No.: 501b)*
Attachment B – Responsible Vendor Review Form
Attachment C – Minimum Requirements Acknowledgement
Attachment D – Vendor Contact Information
Attachment E – Categories of Service
Attachment F – Price Sheet
Attachment G – Financial Review
Attachment H – FSBE, FBE & MBE Declaration Form
Attachment I – Draft Contract
Attachment J – Vendor Travel Reimbursement Guidelines
The Initial Responsiveness Checklist ("Checklist") identifies the mandatory submission requirements that must be included in the Vendor’s Initial Response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term "shall submit. Failure to provide a mandatory submission requirement may result in disqualification of the Vendor (as non-responsive).

This Checklist is for guidance only and may not include all mandatory submission requirements. Vendors are responsible for reading and complying with the solicitation in its entirety.

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<th>MANDATORY SUBMISSION REQUIREMENTS</th>
<th>SECTION(S)</th>
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<td>Timely Response: Proposals submitted according to the due date, time and location provided on page 1, Calendar of Events</td>
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<tr>
<td>One (1) electronic version of the Proposal in the form of a compact disk (CD);</td>
<td>3.5</td>
</tr>
<tr>
<td>Attachment A, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)</td>
<td>3.6, Tab 1</td>
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<td>Attachment B, Responsible Vendor Review Form</td>
<td>3.6, Tab 1</td>
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<td>Attachment C, Minimum Requirements Acknowledgement</td>
<td>3.6, Tab 2</td>
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<tr>
<td>Attachment F, Price Sheet</td>
<td>3.6, Tab 2</td>
</tr>
<tr>
<td>Attachment G, Financial Review</td>
<td>3.6, Tab 3</td>
</tr>
</tbody>
</table>
SECTION 1
INTRODUCTION

1.1 **STATEMENT OF PURPOSE:** Citizens Property Insurance Corporation (Citizens) is seeking to contract with multiple qualified Contingent Staffing Vendors to fulfill temporary staffing needs across the organization. These staffing needs may include, but are not limited to, the areas of; Administration/Clerical, Information Technology (IT) and staffing related to Catastrophic (CAT) Events. Citizens is not seeking staffing for Independent Adjustors for this solicitation. Preference will be given to those vendors who are able to provide staffing for all categories of Contingent Staffing listed in this solicitation. As a multiple award term contract, multiple vendors may receive work orders as outlined within the Draft Contract terms and conditions (Attachment I).

All Vendors shall familiarize themselves with this RFP before submitting a Proposal.

1.2 **CITIZENS’ BACKGROUND:** In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide property insurance to applicants who are not able to purchase coverage in the private insurance market. Citizens is governed by Section 627.351(6) F.S., and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens’ operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens’ website: https://www.citizensfla.com.

1.3 **DIVERSITY:** Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. Participation of a diverse group of vendors doing business with Citizens is central to our effort. To this end, it is vital that small, minority, women and service-disabled veteran owned business enterprises participate in Citizen’s procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit Responses to this solicitation.

1.4 **TAXES:** Citizens Property Insurance Corporation is a State of Florida legislatively created governmental entity which does not pay Federal Excise or State sales taxes on direct purchases of tangible personal property. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employees’ wages.

1.5 **CONTRACT TERM:** The contract term is anticipated to be five (5) years, and, at Citizens’ discretion, have five (5) optional one (1) year renewal terms. All terms and conditions are set forth in the Draft Contract (Attachment I) with pricing to remain fixed for the term of the contract, unless otherwise specified in the solicitation.

1.6 **NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. The foregoing prohibition against contact includes contacting any Citizens’ employee (other than the Procurement Officer), members of the Board of Governors, or any Vendor acting on Citizens’ behalf with regards to the solicitation.

1.7 **PUBLIC MEETING:** A Public meeting related to this competitive solicitation will be held on the dates and times indicated in the Calendar of Events located on page 1. The details related to
accessing this meeting is identified below. Vendors may, but are not required to, attend. Any person requiring an accommodation because of a disability should contact the Procurement Officer listed on page one (1) of the solicitation at least five (5) business hours prior to the public meeting.

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

The meeting will be held using the conference call number below at the date and time, as specified in the Calendar of Events on page 1.

*Teleconference Number: 1-877-873-8018 Access Code: 4941619*

Discussion between the Evaluation Team and the Subject Matter Experts is permitted. However, since the purpose of this meeting is to announce the decisions of the Evaluation Team, no discussion concerning the responses may occur between any of the Evaluation Team members and any Vendor during this public meeting.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK
SECTION 2
SCOPE OF SERVICES

2.1 PROJECT BACKGROUND: Citizens currently manages multiple separate contracts for each category of Service identified in this solicitation. With this RFP, Citizens’ objective is to combine these Services under contracts with multiple qualified Contingent Staffing Vendors in order to fulfill temporary staffing services for Administrative/Clerical and Information Technology (IT) needs as well as staffing related to Catastrophic (CAT) Events.

2.2 DEFINITIONS:

- **Assignment** – means the placement of a Contingent Worker with Citizens to perform services as requested by a valid Work Order which includes the actual services the Contingent Worker will be or is performing as a result of a valid Work Order;

- **Catastrophic Event** – means a natural or unnatural event occurring at any time in which Citizens receives or anticipates receiving no less than 500 claims, or which Citizens otherwise determines is a Catastrophe;

- **Citizens’ Contract Manager** – means Citizens’ departmental representative who will be responsible for administrating the daily functions of the Contract for Citizens;

- **Contingent Staffing** – means the provision of flexible, temporary staff support provided by vendor to meet specific business needs for either short or long term assignments at Citizens Property Insurance Corporation;

- **Contingent Worker** – means the individual or individuals provided by vendor(s) who are performing services as requested and detailed in the Work Order and that are NOT employees of Citizens;

- **Contract** - means the written agreement between Citizens and a Vendor (to which the terms and conditions specified in this solicitation are incorporated by reference) that results from the competitive procurement;

- **Quality Check** – means the multiple reviews by the Vendor of Contingent Worker(s) on assignment at the time of the Quality Check;

- **Response** – means all materials submitted by the Vendor pursuant to the solicitation instructions;

- **Responsiveness Review Period** – means the period of time when Citizens will review Vendor Responses for mandatory submission requirements. Citizens may seek clarifications and supplemental items/information during the Responsiveness Review Period at its sole discretion, if deemed necessary for review of a Response.

- **Services** – means all services and deliverables to be provided by Vendor under the Contract;

- **Work Order or Order** – means a valid formal request for temporary Services that is issued by Citizens Contract Manager pursuant to the terms of this Contract; and

- **Vendor** – means an entity that responds to this solicitation.

2.3 MINIMUM REQUIREMENTS: The Vendor shall be required to provide or meet the below minimum requirements. Failure to satisfy the below requirements may result in not being eligible for award:

A. The Vendor is required to have and maintain throughout the life of the Contract, at least one (1) physically staffed office location within the State of Florida.

B. In addition to regular staffing requirements, Citizens will notify Vendor when there is a Catastrophic Event that requires staffing for a variety of assignments, including call center assignments. Upon receipt of a Work Order specifically for Contingent Workers to perform as a call center representative, (a “Call Center Assignment”), the Vendor must be able to provide up to 50 Contingent Workers within 72 hours of notification and an additional 50 Contingent Workers within two to four weeks of notification. Unless otherwise specified by Citizens’
Contract Manager, forty percent (40%) of the Contingent Workers supplied for a Call Center Assignment must be bilingual in English and Spanish.

C. The Vendor may be required to provide up to fifty (50) Contingent Workers that can commit to a twelve (12) hour per day, seven (7) days a week, work schedule for up to ninety (90) days immediately after a Catastrophic Event; and a ten (10) hour per day, six days a week for up to one (1) year after a Catastrophic Event. The Vendor may be required to provide Contingent Workers that can work part time evening shifts, with varying hours that may include a schedule from 6:00 P.M. to 11:00 P.M.

D. Vendor must also receive a PASS determination regarding financial stability, viability, and capacity as described in Tab 3 and Attachment G of this RFP.

2.4 SERVICES: The Services for this solicitation and the resulting contract are contained entirely within Section 3 of Attachment I, Draft Contract.

2.5 DELIVERABLES: The Deliverables and related deliverables schedule are provided in Section 5 of Attachment I, Draft Contract.
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 the Calendar of Events on page 1 of this solicitation. 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. Questions submitted will not constitute a protest to the solicitation terms. Answers will constitute an amendment to the solicitation only to the extent a substantive change is made to the solicitation.

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE SCOPE OF SERVICES OR OTHER TERMS, DURING THE OPEN QUESTION PERIOD OF THIS SOLICITATION.

3.2 CHANGES TO SOLICITATION: If any changes are made to this solicitation, such changes will be formally noted through an amendment or addendum posted on Citizens’ website. It is the Vendors’ obligation to monitor Citizens’ website to review amendments or addendums.

3.3 RESPONSES SUBMITTED ARE PUBLIC RECORDS: By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the “Public Record Laws”), and agrees to the provisions set forth in this section. Citizens is a public entity subject to the Public Record Laws. All Vendor Responses and written communications regarding this solicitation become public records upon receipt by Citizens and therefore are subject to public disclosure. If a vendor asserts that any portion of its Response or written communication is exempt from disclosure under the Public Record Laws (a “Protected Record”) then the Vendor MUST comply with the following process:

1. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
2. Submit a separate electronic copy of Vendor’s Response or written communication with only protected portions redacted; and
3. Submit a separate redaction log that provides a specific legal justification (i.e. Trade Secret) for justifying each redaction.

If Vendor does not identify each portion of a Protected Record as specified herein, Citizens may produce Vendor’s non-redacted copy in response to a public records request.

If Vendor has complied with the provisions of this section by identifying certain documents are Vendor’s Protected Record(s) and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a party is seeking the non-redacted portion of Vendor’s Response and Vendor continues to assert in good faith that Vendor’s Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration.

Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency directive to produce a Protected Record.

3.4 RESPONSE DUE DATE AND SUBMISSION: Responses must be received by the Procurement Officer identified on page 1 on or before the date and time specified on the Calendar of Events.
Clearly identify which solicitation your Response is for on the front of your submittal as follows: RFP No.: 15-0019, Contingent Staffing Services

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

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

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

A. **Original CD Response:** The Vendor **shall submit** one (1) CD original of their entire Response.

B. **Additional Response(s) Copies:** Vendor should submit three (3) identical copies of the original Response.

Please Note that the hardcopy response(s) 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:** In addition to the CD required in Section A. above, the Vendor should submit an additional CD with their Response containing a full “Redacted” electronic version of their Response in accordance with Section 3.3, above. This CD should be labeled “**Redacted Response**” and be void of any information the Vendor deems exempt from Florida’s public record law.

By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the “Public Record Laws”), and agrees to the provisions set forth in this section. See Section 3.3 for more details.

3.6 **RESPONSE CONTENTS:** The purpose of the Vendors’ Response is to demonstrate its qualifications, competence and capacity to provide services in conformity with the requirements of this solicitation.

- The CD-ROM should have separate folders for each Response “Tab.”
- Tab folders should be plainly titled “Tab 1,” “Tab 2,” etc., as shown below.

```
Tab 1   Tab 2   Tab 3
Tab 4   Tab 5   Tab 6
Tab 7
```
• Attachments should be plainly titled "Attachment A," "Attachment B," "Attachment C," etc., as shown below.

  Tab 1
  Attachment A.pdf
  Attachment B.pdf
  Attachment C.pdf

• Response areas that require form submissions (e.g., occupational licenses, financial documents, insurance certificates, etc.) should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.

• Each of the “Tab” folders should contain the corresponding Response area as requested below.

Tab 1. FORMS AND DOCUMENTS: Tab 1 is separated into two areas as identified below:

A. Vendor shall submit:
   1. Attachment A, Vendor Conflict of Interest Disclosure Form (Form No.: 501b);
   2. Attachment B, Responsible Vendor Review Form;
   3. Attachment C, Minimum Requirements Acknowledgement; and

B. Vendor should submit:
   1. Attachment D, Vendor Contact Information;
   2. Attachment E, Categories of Services;
   3. Florida Registration: Provide a copy of registration with Florida Department of State – Division of Corporations (Sunbiz™) which demonstrates that Vendor is authorized to do business in Florida;
   4. Signed and properly executed W-9 Form with correct vendor name; and
   5. Corporate Change: See Section 4.2, Corporate Change for further details. Only submit if applicable.

Tab 2. PRICING: The Vendor shall submit a completed copy of Attachment F, Price Sheet behind this Tab.

Tab 3. FINANCIAL REVIEW: In Tab 3, Vendor shall submit the financial information requested in Attachment G (Financial Review). This information will be reviewed by Citizens’ Vendor Management Office, with the assistance of an independent CPA, to evaluate on a PASS/FAIL basis the Vendor’s financial stability, viability, and capacity.

Tab 4. BUSINESS / CORPORATE REFERENCES AND EXPERIENCE: The Vendor should submit in Tab 4 the following information:

A. Corporate Letters of Reference: The Vendor should submit a minimum of three (3) business / corporate letters of reference with their Response. The letters should describe how services are similar to those listed in the solicitation and the
company’s experience with the responding Vendor. Corporate references are expected to be ongoing or have been completed within the 36 months preceding the issue date of this solicitation. All references are also expected to have two (2) + years of experience with the proposed service.

References may be contacted to confirm the services provided as well as confirm the quality of services received.

B. **Vendor Organization and Experience:** Vendor should submit the following information about Vendor experience:
   1. Length of time your organization has existed.
   2. Provide a breakdown of previous history with Citizens, if applicable.
   3. List past mergers, acquisitions and reorganizations, if applicable.
   4. Provide resumes for each team member that will be assigned to the Citizens’ account, including Recruiters, Account Managers and Designated Contacts.
   5. The Vendor should submit the qualifications and experience of Vendor’s company (staff/recruiters) as related to projects of similar size, complexity and business that they have provided. Vendor should include the result of the projects identified.
   6. Vendor should specify all changes to management structure or executive leadership over the last five (5) years. The Vendor should also include any additional literature and product brochures if applicable.
   7. Vendor should describe experience with CAT staffing projects / experience. The description should include, but not be limited to:
      i. Staffing requirements;
      ii. Staffing placement turnaround time; and
      iii. Staffing screening that was completed.
   8. Describe your commitment to Citizens’ staffing needs in relation to other commitments that you may have.
   9. Identify the general types of positions you will be able to provide in relation to services contained within Attachment E, Categories of Service.
   10. Provide a list of companies with which you have or are considering contracts to provide services similar to those sought by this solicitation (industries currently served and percentage of business in each) and describe the number and nature of resources you have committed to those companies. Please highlight any contracts that may make increased demands on your resources during a Catastrophic Event.

C. **Florida Small Business Enterprises:** Citizens encourages participation by Florida Small Business Enterprises (FSBE). Submit Attachment H, FSBE, FBE & MBE Declaration Form in this section. This form is for informational purposes only and will not be used in scoring your Response.

**Tab 5.** **VENDOR HIRING PROCESS:** In Tab 5, Vendor should provide their process for hiring Contingent Workers for each of the categories of Services identified (Administrative/Clerical, IT, and CAT Events). Vendor’s response should include, but not be limited to, the following:

A. Describe roles and resources involved in providing temporary staffing;
B. Describe the process, plan and timing of your staffing plan, including the Work Order process;
C. Describe the assessment tools and testing used to qualify temporary staff;
D. Identify the pre-assignment process for verifying training, licensing and background investigations of temporary staff your firm provides.
Tab 6. VENDOR QUALITY ASSURANCE PROCESS: Vendor should provide behind Tab 6, their process for the following items as identified in Attachment I, Draft Contract:

A. Managing and Supervising Employees;
B. Timekeeping and payroll; and
C. Quality Checks.

Tab 7. REPORTS: Vendor should provide behind Tab 7 a description of their reporting capabilities to address the deliverables identified in Section 3.6.4 of Attachment I, Draft Contract.

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

A. PHASE 1 - WRITTEN RESPONSE EVALUATION

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

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<th>TAB NO.</th>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>A</td>
<td>Submission of All Mandatory Forms and Documents</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B</td>
<td>Categories of Service</td>
<td>15 points</td>
</tr>
<tr>
<td>C</td>
<td>Catastrophe (5 points)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Administrative / Clerical (5 points)</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>IT (5 points)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pricing</td>
<td>20 Points</td>
</tr>
<tr>
<td>3</td>
<td>Financial Review</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4</td>
<td>Business/Corporate References and Experience</td>
<td>25 points</td>
</tr>
<tr>
<td>5</td>
<td>Vendor Hiring Process</td>
<td>15 points</td>
</tr>
<tr>
<td>6</td>
<td>Vendor Quality Assurance Process</td>
<td>20 points</td>
</tr>
<tr>
<td>7</td>
<td>Reports</td>
<td>5 points</td>
</tr>
<tr>
<td></td>
<td>Total Points:</td>
<td>100 Points</td>
</tr>
</tbody>
</table>

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

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

**PRICING POINTS ALLOCATION**

The following formula will be used to evaluate Price. The lowest proposed % mark-up for the original term from all responsive Vendors on Attachment F will be awarded 20 points and henceforth be known as Lowest Total Percentage (LTP). Responses of other Vendors will be scored using the following methodology: LTP divided by the Response Percentage (RP) being considered times maximum points score of 20 will equal the points awarded.

Formula: \((\text{LTP} / \text{RP}) \times 20 = \text{Score}\)

3.8 **EXCEPTIONS TO CONTRACT TERMS:** It is not permissible to submit exceptions to the Contract terms with your Response. If a Vendor has any questions or suggestions, including proposals for alternative solicitation or contractual terms, such questions or suggestions must be presented in writing to the Procurement Officer prior to the Questions Due deadline of this solicitation as described on Page 1, Calendar of Events. Citizens will consider all proposed contractual terms submitted during the Questions period and will reflect any accepted alteration of contract terms through an amendment to this solicitation. Responses that contain provisions that are contrary to the requirements found in this solicitation and not addressed through an amendment to the solicitation in response to a question raised in the Question period will be deemed non-responsive.

3.9 **VENDOR’S REPRESENTATION AND AUTHORIZATION:** Submission of a Response to this solicitation by a Vendor certifies its acceptance of and agreement to the requirements, terms and conditions of this solicitation.

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SECTION 4
SOLICITATION GENERAL CONDITIONS

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

1. There may be a protest of the terms, conditions, and specifications contained in the solicitation, including any provisions governing the methods for ranking bids, proposals, replies, awarding contracts, reserving rights for further negotiations, or modifying or amending any contract. A notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens’ Clerk within 72 hours after the posting of the solicitation (excluding Saturdays, Sundays and state holidays); or

2. A person adversely affected by Citizens’ decision or intended decision to award a contract pursuant to Sections 287.057(1) or (3)(c) may challenge the decision. A written notice of intent to protest, made pursuant to this condition, must be filed in writing with Citizens’ Clerk within 72 hours after Citizens posts notice of its decision or intended decision.

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

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

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

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

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

• A section disclosing all current entities involved in the Change, when the Change is anticipated to take place and any information related to the Change that may affect the Response;
• Each area in Vendor’s Response should contain a separate section that discusses whether the Change will alter, modify or otherwise affect the Vendor’s Response; and
• If this is not applicable to your Response, Vendor should provide a statement that this section is “not applicable”.

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

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

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

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

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

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

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

4.10 NO PRIOR INVOLVEMENT AND CONFLICTS OF INTEREST: The Vendor may not compensate in any manner, directly or indirectly, any officer, agent or employee of Citizens for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of Citizens may have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, Citizens. The
Vendor shall have no interest and shall not acquire any interest that will conflict in any manner or degree with the performance of the services required under this solicitation.

4.11 **ACCEPTANCE OF TERMS:** Submission of a Response indicates acceptance by Vendor of the conditions contained in this solicitation, and any attachments including the Draft Contract (Attachment I) unless otherwise modified by an amendment to this RFP by Citizens, as indicated in the competitive solicitation.

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

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

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

4.13 **NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE:** In the event that a Contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible Vendor under this solicitation. If Citizens fails to contract with the next-ranked eligible Vendor it may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing under the solicitation’s terms and conditions is found. See Section 12.2 of Attachment I, Draft Contract for Citizens’ standard term regarding termination for cause.

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

4.15 **WORK ORDERS:** In contracts where goods or services are ordered by Citizens via work order, Vendor shall not deliver or furnish products until Citizens transmits a work order. All work orders will bear the Contract or solicitation number, will be placed by Citizens directly with Vendor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on Vendor’s order form, confirmation, or acknowledgement will be resolved in favor of terms most favorable to Citizens.

4.16 **VENDOR TRAVEL:** All travel will be reimbursed in accordance with Attachment J, Vendor Travel Reimbursement Guidelines.

**END OF DOCUMENT**