



**REQUEST FOR PROPOSALS No. 20-0020
FOR
WATER MITIGATION AND MOLD REMEDIATION ESTIMATE REVIEW SERVICES**

PROPOSAL DUE DATE: October 5, 2020

[See Section 1.8 for the Calendar of Events]

Refer ALL Inquiries to:

Leslie Williams, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone: (850) 521-8321
E-Mail: citizens.purchasing@citizensfla.com

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 – Responsible Vendor Review Form
- Attachment C – Financial Information Form
- Attachment D – Minimum Requirements Acknowledgment Form
- Attachment E – Vendor Questionnaire
- Attachment F – Price Sheet
- Attachment G – Draft Agreement

PROPOSAL CHECKLIST

The following checklist identifies the mandatory documents that must be included in a Proposal. Failure to 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 on a compact disc (CD) or USB removable media (i.e. flash drive) or via email	3.5. A.
<input type="checkbox"/>	One (1) redacted copy of Proposal on CD or USB removable media or 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, Folder 1
<input type="checkbox"/>	Attachment B, Responsible Vendor Review Form	
<input type="checkbox"/>	Attachment C, Financial Information Form	
<input type="checkbox"/>	Financial Documents (as requested in Attachment C)	
<input type="checkbox"/>	Attachment D, Minimum Requirements Acknowledgment Form	
<input type="checkbox"/>	Attachment E, Vendor Questionnaire	
<input type="checkbox"/>	Attachment F, Price Sheet	

The following checklist identifies the non-mandatory documents that may be included in a Proposal.		
	NON-MANDATORY DOCUMENTS	SECTION
<input type="checkbox"/>	Cover Letter	3.6, Folder 1

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 Water Mitigation and Mold Remediation Estimate Review Services (**Services**). In addition, the Vendor shall provide support throughout the claim and the claim litigation process. The Services are more fully described in Section 2 of this Request for Proposals (**RFP**).

Citizens intends to award one contract (**Contract**) to a Vendor for performance of all Services, (the "**Primary Vendor**"). Other Vendors may be awarded a contract on a contingent basis, (a "**Contingent Contract**"), in order to ensure continuity of Services in the event that the Primary Vendor is unable to perform or meet Citizens' needs. Citizens cannot guarantee how much work, if any, will be assigned under an awarded Contract.

It is expected that the Vendor selected under this RFP will begin providing the Services no later than August 2021.

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

- A. **Assignment** – means a notification to Vendor, by Citizens, to perform Services pursuant to this RFP.
- B. **Citizens** – means Citizens Property Insurance Corporation.
- C. **Contract** – means the contract with a Vendor for Services that results from this RFP.
- D. **Procurement Officer** – means the Citizens employee identified on the cover of this RFP.
- E. **Proposal** – means all materials submitted by Vendor pursuant to this RFP.
- F. **RFP** – means this Request for Proposals and all attachments, amendments and addenda.
- G. **Services** – means all the activities of Vendor which are collectively necessary to provide the services to Citizens pursuant to this RFP.
- H. **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 five (5) 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
8/25/2020		RFP Released
9/3/2020	11:00 AM ET	Pre-Bid Conference (Not Mandatory)
9/8/2020	2:00 PM ET	Questions Due
9/21/2020		Answers Posted
10/5/2020	2:30 PM ET	Proposals Due
11/17/2020	11:00 AM ET	Evaluation Committee Public Meeting to Rank the Proposals to Announce Intent to Award Contract(s)

- 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:

Telephone number: (866) 574-0995
Access Code: 527496984

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-Bid Conference:** A telephonic Pre-Bid 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-Bid 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: Citizens is seeking Services in support of its Water Mitigation Estimate Review Program (**WMER**) and Mold Remediation Estimate Review (**MRER**). The goal of the program is to obtain independent, objective, and expert reviews of water mitigation and mold remediation documents submitted to Citizens from water mitigation and mold remediation vendors. Reviews will primarily involve contractor estimates of water mitigation and/or mold remediation to residential and commercial properties. The purpose of each review is to assess whether the estimate is reasonable, customary, and adheres to Institute of Inspection, Cleaning and Restoration Certification (**IICRC**) industry standards, practices and guidelines for water mitigation and mold remediation. Paul Davis Restoration and Lynx Services are currently contracted by Citizens for Services. Those contracts are set to expire in August 2021.

Citizens anticipates providing Assignments for a majority of non-weather water claims involving water mitigation or mold remediation services; however, that is subject to change at Citizens sole discretion. Based on current practices and historical data during the 2019, Citizens identified approximately three hundred (300) Assignments per month; with Mold remediation accounting for approximately sixty (60) Assignments per month.

Citizens received 10,534 non-weather water claims during 2019, which should remain consistent in 2020. From these claims, approximately 8,500 were eligible for Services. In 2019, Citizens issued 3,205 Assignments for water mitigation and mold remediation. Citizens anticipates that the foregoing claims figures could increase drastically in a catastrophic event. In the event Citizens were to experience a hurricane or other major storm, the number of catastrophe claims could exceed 100,000.

2.2 MINIMUM QUALIFICATIONS: The 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, Responsible Vendor Review Form**, Vendor must submit information to assist Citizens in determining whether Vendor is a "Responsible Vendor" as required by Section 287.057, Florida Statutes. A Responsible Vendor is a Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance under a Contract. Vendor must be deemed a "Responsible Vendor" by Citizens' Vendor Management Office using the information contained on **Attachment B** and other available information.
- C. Through **Attachment C, Financial Information Form**, Vendor must submit information to assist Citizens in determining whether Vendor has the financial stability, viability, and capacity 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, viability, and capacity as

described in **Attachment C**.

- D. Through **Attachment D, 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 D**.

- 2.3 DESCRIPTION OF SERVICES:** The Services are set forth in Attachment G, Draft Agreement for Water Mitigation and Mold Remediation Review Services. The Vendor will conduct a comprehensive review of each estimate and report findings to Citizens, as more fully set forth in Attachment G. When requested, Vendor must also provide continuing support with respect to explaining and justifying report findings including providing oral and written responses to follow up correspondence, and/or must participate in litigation related matters, such as, but not limited to participation in mediation, depositions or testifying in a court of law.

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 Agreement. After receiving an award, Vendor may propose limited changes to the Draft Agreement that Vendor asserts 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).

Vendor acknowledges that if awarded a Contingent Contract, the Contingent Contract shall only become activated upon receipt of written notice by Citizens activating Vendor to provide Services. Upon receipt of written activation notice, Vendor(s) shall have thirty (30) days to execute the contract required and necessary for performance of the Services.

Please note that Vendors are not expected or required to submit proposed edits to the Draft Agreement until after Citizens announces its Intent to Award Contracts. Any questions or requests for changes 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.

- 3.4 PROPOSAL DUE DATE AND SUBMISSION:** Proposals must be received by the Procurement Officer at the physical address on the Cover Page on or before the date and time specified in Section 1.8, Calendar of Events. Vendors should clearly identify the name of this RFP on the front of its Proposal as follows:

RFP No. 20-0020, Water Mitigation and Mold Remediation Estimate Review Services

- 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 applicable folders. 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.**

Emphasis in each Proposal should be on completeness and clarity of content, thereby enabling Citizens to make a comprehensive, fair, and impartial evaluation of the Vendor and its Reply. Citizens is under no obligation to look for responsive information contained in incorrect folders or 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 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 Reply:

1. **Via Email.** Vendors may submit Proposals via email addressed to citizens.purchasing@citizensfla.com with the subject line 20-0020, Water Mitigation and Mold Remediation Estimate Review Services, Vendors who submit their Proposal via email should expect to receive an acknowledgement message within one business day. 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 errors.

Please note that Citizens is unable to receive a Proposal 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. **Via Mail.** Vendors may submit Proposals on CD or USB removable media by U.S. mail or delivery service to Leslie Williams, Procurement Officer, at 2101 Maryland

Circle, Tallahassee, Florida 32303. Proposals should be clearly marked with RFP 20-0020, Water Mitigation and Mold Remediation Estimate Review Services. Vendors are encouraged to contact the Procurement Officer to confirm receipt of their Proposal. Citizens is not obligated to extend the Proposal due date/time to allow for mail delivery delays and errors.

- A. **Redacted Copy of Proposal:** In addition Section A. above, Vendor should submit an additional CD or USB removable media or email with their Proposal containing a full “Redacted” electronic version of their Proposal in accordance with Section 3.3, above. This CD or USB removable media or 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 redaction log providing 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. The Proposal should be organized as follows:

- The Proposal should be divided into one folder
- Unless otherwise requested, all documents should be submitted in PDF format and plainly titled with file names not exceeding 12 characters in length.
- Each “Folder” should contain the documents as requested below.

Folder 1. Overview. In Folder 1, Vendor may submit the following:

3. Cover Letter / Executive Summary. Vendor may submit a cover letter or executive summary. This will not be scored but may be used by Vendor to introduce and highlight key aspects of its Proposal. Citizens requests that the letter not exceed two (2) pages and not include specific pricing terms.
4. Attachment A, Vendor Certification Form
5. Attachment B, Responsible Vendor Review Form
6. Attachment C, Financial Information Form
7. Financial Documents (as requested in Attachment C)
8. Attachment D, Minimum Requirements Acknowledgement Form
9. Attachment E, Vendor Questionnaire
10. Attachment F, Price Sheet. Failure to provide pricing as requested may result in the Vendor’s disqualification as non-responsive. Such failure may include adding conditional text to one or more fields within the Price Sheet or failing to complete all requested cells including renewal pricing.

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 compliance 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	EVALUATION CRITERIA	MAXIMUM POINTS
E: Vendor Questionnaire	A. Company Profile and Prior Relevant Experience	25
	B. Staff Qualifications	15
	C. Quality Assurance	15
	D. Resolution Support Services	15
	E. Additional Services	5
	F. Proposed Contract Terms	Not Scored
F: Price Sheet		25
Total Points		100

Pricing Score. Vendors will receive up to 25 points based on the pricing they offer in Attachment F, Price Sheet. For Section I Report Fees, Pricing for the initial three-year contract term will receive up to 15 points, and pricing for the two optional renewal years will receive up to 5 points. Section II: Additional Expert Analysis Rate is worth up to 5 points for the total hourly rate. The formulas for determining points for each Vendor is more fully explained in Attachment F, Price Sheet.

Evaluation Committee Meeting. The average scores of the evaluation committee will be combined with the Pricing Scores 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 responsive Vendor(s) whose Proposal receives the highest average score.

3.8 EXECUTION OF CONTRACT: Following the Evaluation Committee Public Meeting, Vendors will be expected to sign a final Contract which incorporates terms and conditions substantially as set forth within Attachment G, Draft Contract. Vendors receiving an award may propose limited changes to the Draft Contract as needed to conform the Draft Contract to industry standards and customs. If Citizens and Vendor cannot agree on the final terms of the Contract, Citizens may award the Contract to the next ranked Vendor or begin a new solicitation for the Services.

Vendor shall have no vested right to do business with or receive payment from Citizens until a Contract is signed by all parties. Unless the Contract specifically provides otherwise, the execution of a Contract does not guarantee Vendor will receive any particular volume of business from Citizens. In the event of award, Vendor(s) are required to register on Centerpoint for purposes of invoicing and payment.

At all times during the term of the Contract, Vendors will be required to maintain a current authorization to do business within the State of Florida, which will be verified on an annual basis through the Department of State, Division of Corporations (<http://dos.myflorida.com/sunbiz/>).

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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/816d9bfbe636-40ec-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