

PALM BEACH COUNTY TAX COLLECTOR'S OFFICE

Invitation to Negotiate

FOR

Customer Relationship Management "CRM" System

ITN #2024-001

Begin Date: June 17, 2024

End Date: December 31, 2024

Procurement Contact:

**Mr. Andres Martin
Palm Beach County Tax Collector's Office
301 N. Olive Avenue
3rd Floor
West Palm Beach, FL 33401
Email: PROCUREMENT@PBCTAX.COM**

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I. Introduction and Purpose of the ITN

The Palm Beach County Tax Collector's Office (TCO) hereby requests replies from qualified technology firms interested in providing Customer Relationship Management (CRM) services according to the specifications listed herein. The purpose of this Invitation to Negotiate (ITN) is to invite those prospective vendors (Respondent(s)) to submit a Reply for a detailed customer relationship management solution (CRM System) based on scope of services specific to the TCO's needs as described herein.

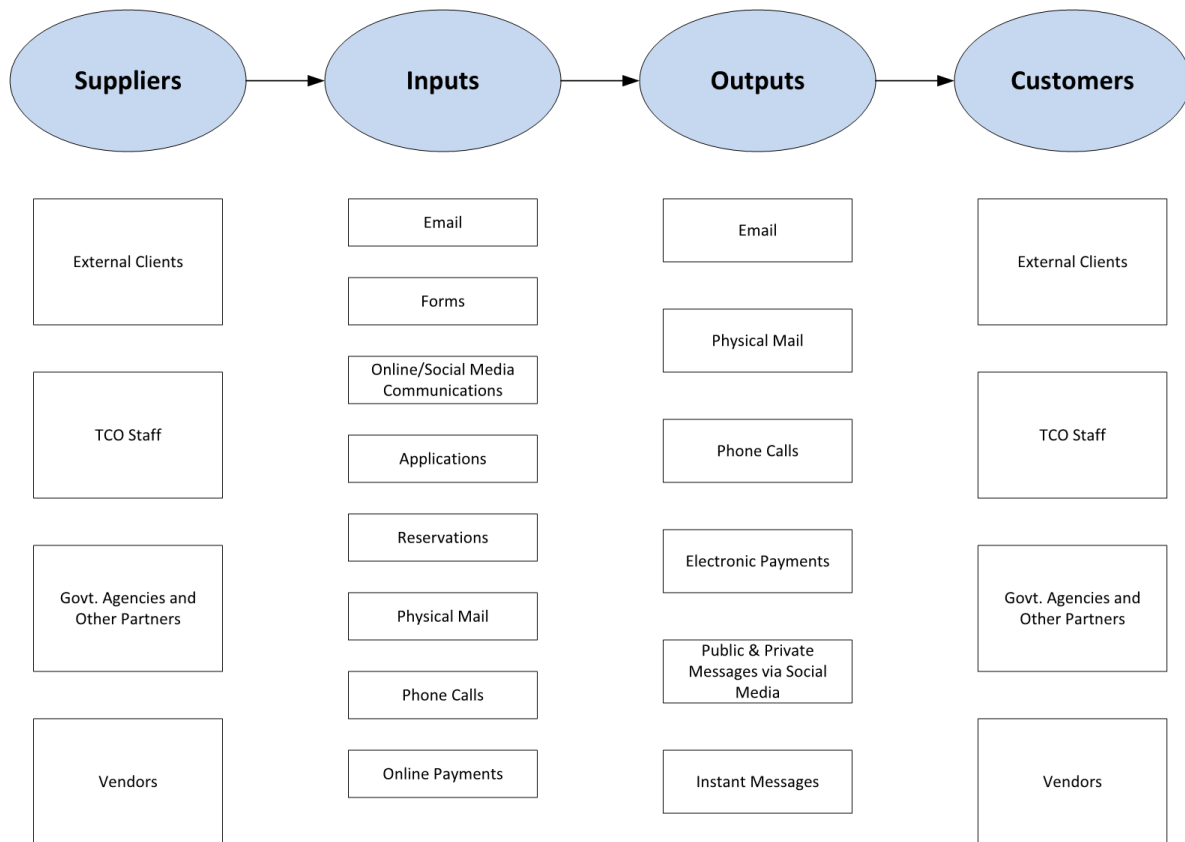
The information contained in this ITN and subsequent addenda provides vendors with the relevant operational, application, and architectural requirements of the system the TCO seeks to procure.

Currently, the TCO serves the 1.5 million residents of Palm Beach County, Florida. The TCO has the responsibility to collect property taxes for every local government that is empowered to levy taxes on properties in Palm Beach County, Florida. In addition, the TCO helps administer business tax receipts and the tourist development tax. The TCO also represents the State of Florida as its agent for the Department of Highway Safety and Motor Vehicles, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Revenue.

The TCO collects and distributes over \$5 billion annually in taxes and fees. For providing these services, the TCO received, in fiscal year 2023, \$98.4 million in revenues. The annual operating expenditures for fiscal year 2023 were \$46.8 million.

The TCO currently has 335 budgeted positions. In fiscal year 2023, the TCO processed over two million transactions. Over 720,000 of these transactions were completed at one of the TCO's six branch offices, over 784,000 transactions were processed on-line and over 58,000 transactions were completed at off-site, self-service kiosks. The TCO had over two million visits to its website and received over 500,000 pieces of mail, over 237,000 calls, and over 45,000 email inquiries during fiscal year 2023. The TCO sent over 1,990,000 pieces of mail during the same period.

The TCO currently interacts with its internal and external clients through a variety of sources and systems, including via telephone calls, physical mail, multiple email accounts, the TCO's and third-party websites, and in-person appointments. The diagram below contains a high-level view of how the workflows come in and out of the TCO. Exhibit A, Scope of Work, which is attached hereto, provides more details of the workflows and systems used by the TCO.



The TCO does not have an organization-wide CRM system. Three departments use independent request management software to function as CRM systems for their specific areas. The lack of an organization-wide CRM system results in inefficiencies related to interdepartmental communications and impedes the collection of data that would be valuable when creating metrics, measuring performance, identifying problem areas, and accurately measuring the impacts of process changes; It also makes setting key performance indicators (KPIs) and tracking work that involves multiple departments difficult.

Additionally, TCO employees must currently reference multiple input sources when answering client inquiries. For example, employees must retrieve information from our partners via the internet, our tax collection platform, payment processor, outside government agencies, and other internal collaborative systems. Our employees must also review numerous internal and external policies and procedure manuals.

II. Scope of Services

The TCO is looking to acquire CRM software and services that can be used to create an organization-wide CRM system with tools that will, among other things, provide excellent customer service functionality, better track work, enhance our ability to measure the

organization's performance and more efficiently serve our clients. Ideally, the selected CRM system will function as an all-inclusive funnel to drive incoming inquiries and workflows into a single system.

The CRM system should allow the TCO to easily route work between departments and track work from the time that it is received until the final product is delivered, regardless of how many departments are involved. It should produce data that is easily accessible by management and can be used to develop and track metrics and measure performance.

Preferably, the CRM system will integrate with the systems listed in the diagram above that are not replaced by the CRM software. It should also integrate with all of the systems currently available to TCO employees and serve as a single touchpoint, knowledge base or repository of information that they can use when assisting clients.

A. Customer Relationship Management System

1. High level requirements:

The proposed system must consolidate multiple request management systems into a single system. To be utilized by the entire TCO, the CRM must also manage internal and external requests, apply workflow at each stage, and provide historical tracking and reporting capability. Ideally, a single pane of glass interface should provide our staff with a launch point for managing assigned deliverables, as well as the ability to access external partner sources or integrations. Where appropriate, the system should be able to present client data from disparate systems to our staff for a quick response.

2. Internal:

The system must be capable of accommodating approximately 350 concurrent users from multiple teams, each having their own set of workflows, SLAs, and escalations. The system must also respond to inquiries on the same channel in which they were received (*i.e.*, chat to chat, social media to social media, email to email, etc.) and act as the designated role-based persona that handles those inquiries. Each channel may have a different account required to access data pertaining to that inquiry. The front-end users should not need to directly interface with the channel itself, but rather, the CRM interface.

3. External:

The CRM system should be capable of managing a multi-channel communications stream. Examples include, but are not limited to, email, social media, chat, phone, and even postal correspondence tracking. The TCO understands that the integration of these types of streams may require manual intervention (for *e.g.*, postal correspondence).

The TCO expects inquiries from clients to be logged, analyzed, routed, responded to, and closed within preset timeframes, and to be as automated as possible. Any reoccurring communication

should afford the front-end user the capability to see the history of any related prior contact, its context, and resolution.

B. Description of Work Being Procured

The TCO is requesting Replies from qualified technology firms to provide the contractual services described herein.

C. Number of Awards

The TCO anticipates the issuance of one (1) contract for services under this solicitation. The TCO reserves the right to issue multiple contracts if doing so is believed to be advantageous to the TCO. The TCO, at its sole discretion, shall determine whether multiple contracts will be issued.

D. Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of up to sixty (60) months. The selected Contractor will be expected to assume the responsibilities outlined herein within thirty (30) days of contract execution. The TCO reserves the right, but is not required, to renew the contract resulting from this solicitation at its sole discretion. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewals shall be limited to additional terms. All renewals are contingent upon satisfactory performance by the Respondent who is awarded the contract and the availability of funds.

E. Type of Contract Contemplated

A cost-reimbursement contract is proposed. However, the TCO reserves the right to award another type of contract or purchase order if doing so is believed to be advantageous to the TCO. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services and subject to the availability of funds.

The TCO's core contract is included in Exhibit B, "CRM Contract." The requirements contained in the proposed contract should be closely reviewed since modifications proposed by Respondents may not be considered.

III. ITN Process

The ITN process is conducted in three sequential phases: (1) the Reply Preparation Phase; (2) the Evaluation Phase; and (3) the Negotiation and Award Phase.

A. In the Reply Preparation Phase, Respondents will have the opportunity to submit questions, review answers and prepare and submit a Reply based on the requirements identified previously in this ITN and any addenda to the ITN.

B. In the Evaluation Phase, the evaluation team will evaluate and independently score the Replies and Respondent’s Virtual Presentation according to the evaluation criteria contained in the ITN. Thereafter, the TCO will select, in its sole discretion, a short list of Respondents to proceed to the Negotiation and Award Phase based on the competitive range.

C. In the Negotiation and Award Phase, Respondents within the competitive range may be asked to provide additional virtual or in-person presentations of their reply. They may also be required to provide additional, revised, or final written replies addressing specific topics including modifications to the solicitation specifications, term or conditions. There will be no independent scoring by negotiators during the negotiation phase but rather the negotiators will engage with the competitive Respondents through the negotiation process to determine which Respondent’s solution provides the best value for the TCO. This phase shall include negotiation of a final statement of work, pricing, and terms and conditions of the final contract. The Negotiation Phase culminates in one or more of the Respondents receiving request(s) to submit one or more best and final offer(s) (BAFO) that will include: (1) a revised statement of work; (2) drafts of the final contract; and (3) a final cost and compensation model. The TCO will post its decision, as set forth in Section IX.B.

D. The TCO reserves the right to reject all replies at any phase of this process.

IV. ITN Timeline (Schedule of Events)

Listed below is the timeline of important actions and dates/times by which each action must be taken or completed. If the TCO finds it necessary to change any of these dates/times, it will be accomplished by addendum to this ITN. All listed times are local in Palm Beach County, Florida.

Date of Release of ITN	June 17, 2024
Technical Questions/Inquiries Due	June 28, 2024 at 5 PM EST
Anticipated Answers Released	July 19, 2024
Deadline for Reply	August 20, 2024 at 2 PM EST
Evaluation of Replies	September-October 2024
Presentations, if applicable	November 2024
Negotiations with top Respondents	December 2024
Final Award Notification	TBD

Addendum or clarification to this ITN will be posted on www.pbctax.com/invitation-to-negotiate/.

The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with Respondent's reply. It is the Respondent's responsibility to monitor the website for any solicitation updates.

V. Special Instructions for Preparation of Replies

A. Official TCO Procurement Contact for ITN.

All communications with the TCO must be directed to the "Official Procurement Contact":

Mr. Andres Martin
Palm Beach County Tax Collector's Office
301 N. Olive Avenue
3rd Floor
West Palm Beach, FL 33401
Email address: PROCUREMENT@PBCTAX.COM
Note: include the words "CRM SERVICES ITN" in email subject line

Contact with any member of the TCO about **ANY** aspect of this solicitation other than the Official Procurement Contact may result in the Respondent's disqualification.

B. Communications Notice.

All communications with the TCO or any person representing the TCO concerning this ITN are strictly prohibited, except as permitted by this ITN. Any violation of this prohibition by Respondent or its representatives may result in disqualification.

C. Inquiry Procedures – Questions.

Respondent's inquiries, questions, and requests for clarification related to this ITN are to be directed in writing to the Procurement Contact. Respondent may submit questions about the ITN to the Procurement Contact on or before 5:00 PM, EST on June 28, 2024. Questions must be in writing and submitted by e-mail with the words "CRM SERVICES ITN" in the subject line in a Microsoft Excel file. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The TCO reserves the right to provide a combined answer to similar questions. The TCO anticipates posting answers to these questions according to the timelines in Section IV on the TCO's website at www.pbctax.com/invitation-to-negotiate/.

D. Disclosure and Ownership of Replies by the TCO

A Respondent's reply shall be a public record and subject to production, disclosure, inspection, and copying consistent with the requirements of Chapter 119 of the Florida Statutes. A Respondent's reply, upon submission, and any resulting contract shall be the property of the TCO, except those parts deemed confidential or exempt pursuant to Chapter 119 of the Florida

Statutes. The TCO, in its sole discretion, shall have the right to use, reproduce, and disseminate any reply contract.

If the TCO rejects all replies and reissues this ITN, unless otherwise required by law, all the information related to this procurement including the rejected replies shall remain exempt from disclosure under Chapter 119 of the Florida Statutes until such time as the TCO provides notice of an intended decision concerning the reissued ITN or until such time as the TCO withdraws the reissued ITN. This information shall not remain exempt for longer than 12 months after the initial notice rejecting all replies.

E. Confidential, Proprietary or Trade Secret Information and Material

Any reply content submitted to the TCO which Respondent asserts is exempt under Chapter 119 of the Florida Statutes shall be set forth on a page or pages separate from the rest of the bid, and clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth. A reply marked entirely as confidential shall be rejected.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The TCO will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(f) of the Florida Statutes, where identified as such in the reply, and to the extent permitted under Section 815.045 of the Florida Statutes, and Chapter 119 of the Florida Statutes. Each Respondent acknowledges that the protection afforded by section 815.045 of the Florida Statutes is incomplete and hereby agrees that no remedy for damages may arise from any disclosure by the TCO.

The TCO takes very seriously its public records responsibilities under Chapter 119 of the Florida Statutes and Article I, Section 24 of the Florida Constitution. The TCO reserves the absolute right to interpret its legal obligations under Chapter 119 of the Florida Statutes. If a Respondent considers any portion of the documents, data or record submitted in reply to this solicitation to be confidential, a trade secret, or otherwise not subject to disclosure pursuant to Chapter 119 of the Florida Statutes, the Florida Constitution, or other authority, the Respondent must also provide the TCO with a separate redacted copy of its reply on a thumb drive as specified herein at the time of the reply submission. Any redacted documents must only redact those exact portions which are claimed to be confidential, proprietary, or a trade secret.

By submitting a reply, Respondent agrees to protect, defend, indemnify, save, and hold harmless the TCO from any and all claims, demands, liabilities and suits of any nature arising out of, related to, because of, or due to the failure of the TCO to release information redacted by the Respondent, and to further indemnify the TCO for any other loss the TCO incurs due to any claim being made regarding the portions of its redacted copy being confidential, proprietary, a trade secret or otherwise not subject to disclosure.

Notwithstanding compliance with the above section, if Respondent fails to submit a redacted copy with its reply, Respondent agrees that the TCO is authorized to produce the entire document(s), data, or records submitted by Respondent in answer to a public records request.

VI. ITN Submission Requirements and Delivery of Reply

A. Respondent's Understanding of the ITN

In responding to this ITN, each Respondent fully accepts the responsibility to understand the ITN in its entirety, and in detail, including making any inquiries, as permitted herein, to the Procurement Contact as necessary to gain such understanding prior to the deadlines set forth herein.

The TCO reserves the right to disqualify any Respondent that demonstrates less than such understanding. Further, the TCO reserves the right to determine, in its sole discretion, whether the Respondent has demonstrated such understanding. That right extends to cancellation of award, even if award has been made. Such disqualifications and/or cancellations shall be at no fault, cost, or liability whatsoever to the TCO.

At a minimum, Replies must (a) be submitted before the deadline in Section IV, (b) follow the required format, as per Section VII, (c) be complete, and (d) include the required attachments. Replies that fail to meet these minimum submission requirements may be disqualified, at the TCO's sole discretion, and not reviewed further.

B. Receipt of Replies by the TCO

Replies must be delivered sealed on or prior to August 20, 2024, at 2 PM to the following individual:

Mr. Andres Martin
Palm Beach County Tax Collector's Office
301 N. Olive Avenue
3rd Floor
West Palm Beach, FL 33401

Replies must be submitted in a sealed envelope, with the solicitation number and opening date and time identified on the outside of the sealed envelope. Replies must be submitted by U.S. Mail, express courier, or hand-delivery. **REPLIES SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL NOT BE CONSIDERED.**

Each Reply shall be prepared simply and economically, following the instructions contained herein. It is recommended that all replies be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery.

Ten (10) original, signed, and sealed Replies and three (3) thumb drives which contain the electronic files of the signed original Reply, and all other required attachments and

documentation must be submitted. If there are any claimed trade secrets, of the three (3) thumb drives, one (1) of the thumb drives shall contain a redacted copy of the Reply, labeled as such. The original documents and thumb drives should be submitted and sealed together.

One (1) original, signed, and sealed Exhibit F, Cost Reply and two (2) thumb drives which contain the electronic files of the signed original Exhibit F, Cost Reply, must be submitted in a sealed package separate from all the other attachments.

The Respondent's Reply shall be packaged so that Exhibit F, Cost Reply Workbook is submitted in a sealed envelope separate from the other requested items, or the Reply will be rejected.

REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED SHALL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE RESPONDENT UNOPENED.

VII. Reply Format: Vendor Minimum Submission Requirements

A. Cover Letter

The reply should contain a cover letter with the following information:

1. Respondent's information, including the official name of Respondent, business location and mailing address.
2. The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the TCO, if necessary. Provide the name, title, phone number, and email address for each individual.
3. A statement that the Respondent has the capability to provide the requested services.
4. A statement that the Respondent meets the minimum qualifications set out in Exhibit A.
5. A statement that the Respondent has thoroughly reviewed the ITN and acknowledges and accepts all terms and conditions included in the ITN.
6. A statement that the Respondent has read and accepts the TCO's CRM Services Agreement in its entirety and without amendment or has submitted proposed revisions.
7. A statement that the Respondent has read and accepts the contract compliance requirements.
8. A statement that the Respondent is not currently debarred, suspended, or proposed for debarment by any local state or federal entity. The undersigned agrees to notify the TCO of any change in this status, should one occur, until such time as a selection has been made.

The cover letter must be signed by a person authorized to bind the Respondent to all commitments made in its reply. The signature should include the printed name and title of the authorized person.

B. Technical Reply:

The Respondent's Technical Reply shall consist of a narrative detailing the numerous items set forth and requested in **Exhibit A: Scope and Format of Reply** (TAB I - IV) that shall include the Respondent's approach to the Scope of Work as well as the other required information.

Additionally, the Technical Reply shall include under Tab III a completed Exhibit C Functional and Technical Questionnaire. Based on the CRM's services or solution proposed, the Respondent shall complete and submit **Exhibit C, Functional and Technical Questionnaire** (Excel Document) as part of the Technical Reply.

The final part of the Technical Reply is **Exhibit D: Past Performance/References** which shall include information regarding a minimum of four (4) references for Respondent not including TCO.

C. Cost Reply Workbook

Each Respondent shall use the form provided as Exhibit F, "Cost Reply Workbook," to provide rates for the services requested in this solicitation. Respondents shall submit the Cost Reply Workbook along with the other requisite items according to the instructions provided in herein.

The Respondent's "Cost Reply Workbook" shall be packaged and sealed separately from their Cover Letter and Technical Reply. Failure to comply with this requirement shall result in the Reply being deemed non-responsive and, therefore, the Reply will be rejected.

The TCO is seeking pricing that will provide the best value; therefore, interested vendors must submit a Cost Reply Workbook utilizing the form provided as Exhibit F. Respondents are encouraged to submit a Cost Reply Workbook in such a manner as to offer the most cost effective and innovative solution for services and resources the Respondent can offer, as cost efficiency for the TCO will be a consideration in determining best value.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section II and the Respondent's Reply hereto, including, but not limited to Respondent's furnishing the necessary personnel and labor, supplies, equipment, services, insurance, fees, travel and incidental expenses, miscellaneous expenses and the application of all multiples (*i.e.*, overhead, fringe benefits, etc.).

Failure by the Respondent to provide the Exhibit F, "Cost Reply Workbook" shall result in the Reply being deemed non-responsive and, therefore, the Reply will be rejected. Footnotes, notations, and exceptions made to Exhibit F shall not be considered.

D. Virtual Presentation

During the evaluation phase, Respondents will have the opportunity to provide a virtual presentation or virtual demonstration of the proposed solution and services that they included in their Reply, along with an opportunity to showcase their qualifications and experience with similar projects.

The TCO will provide Respondents an opportunity to make a thirty-minute virtual presentation for the evaluators following receipt of the Replies. Links for the virtual presentation along with an agenda for the presentation will be provided to those Respondents deemed responsible and responsive.

VIII. Evaluation Phase

A. General.

1. The TCO reserves the right to accept or reject any or all replies received and reserves the right to make an award without further discussion of the replies submitted.
2. Non-responsive replies shall include, but are not limited to, those that are irregular or are not in conformance with the requirements and instructions contained herein; fail to utilize or complete prescribed forms; and/or have improper or undated signatures. **A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED.**
3. The TCO may waive minor informalities or irregularities in the replies received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other Respondents.
4. In determining Respondent's "responsibility," the TCO may consider any information or evidence which comes to its attention, and which reflects upon a Respondent's capability to fully perform the contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which the TCO determines to be required to assure performance of the Contract. The TCO may deem the Respondent as non-responsive and reject its Reply.

B. Additional Evaluation Criteria.

In addition to the specific items requested herein, additional items that may be used by the TCO to evaluate each Respondent's Reply include but are not limited to:

1. Firm Experience: The Respondent's experience with providing CRM Service, the financial soundness of the Respondent and financial capability to provide the requested services, the capability of the Respondent to meet or exceed requirements set forth herein, the Respondent's evidence of organizational stability, depth and breadth and commitment of dedicated firm resources and client references.
2. Professional Staff: Additional criteria that may be considered include the professional staff's expertise and experience of the firm's professionals providing CRM services, tenure of CRM services team in the area, the level of understanding of CRM applications to interested parties, demonstrated success in achieving a client's CRM objectives, high quality client service with demonstrated commitment to understanding and serving client needs.

C. Scoring of Responsive Replies.

Each responsive Reply will be reviewed by evaluators selected by the TCO who will independently score the Reply and Presentation based on the information herein.

The evaluation of each Reply to this ITN will be based on the Respondent's demonstrated competence, compliance, format, and organization as described above.

In addition, the Respondents will be evaluated against: (1) meeting the Minimum Qualifications set forth in Exhibit A; (2) their written replies to any questions presented by the TCO under this ITN; (3) any additional written information requested by the TCO; (4) conformance with ITN instructions and specifications; and (5) any other publicly known information.

The TCO's Procurement Team will average the evaluators total point scores for each Respondent's Reply to convert to an average score and rank for each Respondent. Depending upon the competitive range, TCO shall determine the appropriate number of shortlisted Respondents to participate in negotiations.

D. Scoring Matrix

The detailed Scoring Matrix that shall be used to score Respondent's Reply is set forth below:

Qualifications and Experience	40 Points Maximum
Technical Proposal and Project Management Plan	120 Points Maximum
Functional and Technical Questionnaire	70 Points Maximum
References	10 Points Maximum
Cost Reply	35 Points Maximum
<u>Presentation</u>	<u>25 Points Maximum</u>
TOTAL POSSIBLE POINTS	300 Points Maximum

A more detailed breakdown of each category and applicable information requested thereunder is provided in Exhibit A CRM Scope – Reply Format.

IX. Selection Process and Method of Award

A. Negotiations

Upon completion of the individual scoring by evaluators and ranking by the Procurement Team, the Negotiation Team will determine based on the competitive range which Respondent(s), if any, shall be invited to proceed to the negotiation phase. The negotiation team shall not utilize the evaluation scores in determining best value.

This phase may also consist of further presentations by Respondents chosen to proceed to negotiation both virtually and in-person in Palm Beach, Florida.

This phase shall also include negotiation of a final statement of work, pricing, and terms and conditions of the final contract. The negotiation phase culminates in one or more of the Respondents receiving a request to submit best and final offer(s) (BAFOs) that will include a revised statement of work, a final contract draft, and a final cost and compensation model.

The TCO reserves the right at any time during the Negotiation Phase to provide concurrent or sequential negotiations with competing Respondents; decline to conduct further negotiations or reopen negotiations with any responsive Respondent; take additional, administrative steps deemed necessary in determining the final award, including additional fact finding, evaluation or negotiations where necessary and consistent with the term of the ITN. The TCO shall have the sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive respondent or respondents affected and whether to provide concurrent notice of such actions.

B. Awarding of Contract

The TCO intends to award the contract under this ITN to the Respondent who provides the best value to the TCO. "Best value" means the highest overall value to the TCO based on factors that include, but are not limited to, price, quality, design, and workmanship. The TCO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

The TCO's intended award decision will be posted at the following website address: www.pbctax.com/invitation-to-negotiate/.

Nothing in this ITN, however, requires the TCO to make an award to any Respondent. The TCO reserves the right to reject all replies.

The TCO's decision is final. Unless otherwise required by law, nothing herein is intended to incorporate the provisions of Chapters 287 or 120 of the Florida Statutes.

X. ITN Miscellaneous Conditions

A. All Replies submitted in response to this ITN will become the sole property of the TCO.

B. All Replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Respondent's Reply including BAFO
2. TCO CRM Contract (Exhibit B)
3. ITN Documents

C. The TCO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's Reply. In submitting its Reply, Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions found in this solicitation, including those specifying information that must be submitted with a Reply, shall be grounds for rejecting a Reply.

D. The TCO, as a part of the procurement process, will certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud, or inappropriate influence from any person.

E. The successful Respondent will be required to complete certain representations and certifications in the contract (a copy of which is provided in this ITN), including, without limitation, representations regarding the giving of gifts, use of consultants, nondiscrimination, and compliance with laws. Failure to agree to such representations and certifications in the contract shall be grounds for disqualification.

F. The Respondent agrees that the Reply shall remain valid for a period of one hundred eighty (180) days after the deadline for submission and may be extended beyond that time by mutual agreement.

G. The TCO may amend or cancel this ITN, prior to the due date and time, if the TCO deems it to be necessary, appropriate or otherwise in the best interests of the TCO. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a Reply not being considered.

H. Any costs and expenses incurred by Respondents in preparing or submitting a Reply, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.

I. No additions or changes to the original Reply will be allowed after submission. While changes are not permitted, clarification of replies may be required by the TCO at the Respondent's sole cost and expense.

J. Each Respondent represents and warrants that its Reply is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the ITN development process, had no knowledge of the specific contents of the ITN prior to its issuance, and that no agent, representative or employee of the TCO participated directly in the Respondent's Reply preparation.

K. All replies to the ITN must conform to the instructions provided herein. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this ITN may be considered appropriate cause for rejection of the Reply.

L. The Respondent must accept the TCO's standard contract language and conditions. See CRM Contract, Exhibit B.

M. The TCO reserves the right to award in part or to reject any and all Replies in whole or in part for misrepresentation or if the Respondent is in default of any prior local or State contract, or if the response limits or modifies any of the terms and conditions and/or specifications of the ITN. The TCO also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the TCO will be served.

N. The TCO reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the TCO shall not constitute a breach of contract on the part of the TCO since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the TCO and the Respondent.

O. Insurance:

The awardee selected under this ITN shall maintain, during the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the awardee shall provide adequate insurance, satisfactory to the TCO, for the protection of its employees not otherwise protected.

The awardee selected under this ITN shall maintain, during the life of the contract, comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence, business automobile liability insurance of not less than \$1,000,000 per occurrence, and professional liability insurance of not less than \$1,000,000 per occurrence.

Additionally, the selected awardee's current certificate of insurance shall contain a provision that provides a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed, such provision shall provide that the selected awardee shall give the TCO a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. See CRM Contract, Exhibit B for other insurance requirements.

The selected awardee shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with TCO. The insurance certificate must name the TCO as an additional insured and identify the Contract Number. Copies of new insurance certificates must be provided to the Contract Manager with each insurance renewal.