



REFER ALL INQUIRIES TO
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(850) 521-8321
CITIZENS.PURCHASING@CITIZENSFLA.COM

REQUEST FOR PROPOSALS NO: 22-0006
FOR
LANGUAGE INTERPRETATION AND TRANSCRIPTION SERVICES

POSTING DATE
April 25, 2022

PROPOSAL SUBMISSION DEADLINE
June 1, 2022

I. WHAT IS THE OPPORTUNITY?

- 1.1 DESCRIPTION OF SERVICES REQUESTED:** Citizens Property Insurance Corporation (Citizens) is seeking competitive sealed proposals (Proposals) from firms (Vendors) capable of providing accurate and timely language interpretation and transcription services (Services) for insurance operations. Interpretation services will primarily involve telephonic interpretation of questions and answers relating to insurance claim handling, such as claim loss information, a policyholder's recorded statement of loss, or a policyholder's examination under oath. Transcription Services will primarily involve written transcription of bilingual recordings for Citizens' Claims department. Other departments within Citizens may also use the Services for when there is a first a call to Citizens regarding a loss ("First Notice of Loss") reports or general assistance with ESL (English as a second language) calls. Vendor(s) must be able to quickly process requests and provide increased scalability for the Services in the event of a catastrophe. The Services are further described in Section 3 of Attachment E, Draft Contract.

Currently, Citizens is contracted with two (2) vendors, Stratus Audio Inc. dba: AMN Language Services and Telelanguage, Inc., for the Services. These contracts are set to expire on March 24, 2023. Awarded Vendor(s) will be expected to start providing Services by then to ensure continuity of Services.

A. Current Service Volume. Provided below are approximations of current service volume:

1. Interpretation Services: Citizens' current volume is approximately four thousand two hundred (4,200) minutes per month for Interpretation Services, with an average call time lasting approximately fifteen (15) minutes. Based on 2021 data, 96% of telephonic interpretations conducted were for Spanish and 4% were distributed among other languages.
2. Transcription Services: Citizens currently requests approximately four (4) written transcriptions, in various languages, per month. Source documents and electronic files or recordings vary in length and content and may include (a) transcriptions for claims related documents; (b) consumer/policyholder related materials; (c) press releases/media kits; (d) information technology menu options; and, (e) web page transcriptions.
3. Catastrophe: Volume levels following a catastrophic event, particularly for Interpretation Services, may increase dramatically with a potential monthly average of

one thousand (1,000) total calls of varying minutes. The increased call volume varies based on the size and extent of the catastrophic event(s).

- B. Performance Measures: Vendor(s) are expected to meet or exceed the Performance Measures described in Section 3 of Attachment E, Draft Contract.
- C. Service Levels: Vendor(s) are expected to meet or exceed the Services Levels described in Section 4.5 of Attachment E, Draft Contract.
- D. Reporting Requirements: Vendor(s) are expected to comply with the reporting requirements described in Section 3.5 of Attachment E, Draft Contract.

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

Citizens intends to select a minimum of two (2) Vendors to meet its needs. Citizens does not provide a minimum guarantee of work.

The initial contract term shall be three (3) years. At Citizens' discretion, the contract may be renewed for up to two (2), separate one (1) year renewal periods.

- 1.2 ABOUT CITIZENS:** Citizens is a not-for-profit government entity established in 2002 by the Florida Legislature to provide property insurance to those in Florida who are unable to purchase coverage in the private market. Citizens is governed by 627.351(6), Florida Statutes and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens' operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. More information about Citizens can be found at www.citizensfla.com.

- 1.3 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		
DUE DATE AND TIME	EVENT	APPLICABLE INFORMATION AND LOCATION
April 25, 2022	RFP Released	Posted to Citizens website at: https://www.citizensfla.com/solicitations
May 2, 2022 9:30 AM ET	Pre-Response Conference	Telephone number: (904)-490-0703 Access Code: 979 215 334# <i>Vendor Attendance at this meeting is not mandatory</i>
Must be received PRIOR TO: May 4, 2022 2:00 PM ET	Questions Due	Submit via email: citizens.purchasing@citizensfla.com
May 17, 2022	Answers Posted	Posted to Citizens website at: https://www.citizensfla.com/solicitations
Must be received PRIOR TO: June 1, 2022 5:00 PM ET	Proposals Due	See Section II. How Do I Respond below
July 21, 2022 2:00 PM ET	Evaluation Committee Public Meeting to rank	Telephone number: (904)-490-0703 Access Code: 979 465 133#

	Proposals and Announce Intent to Award Contract(s)	<i>Vendor Attendance at this meeting is not mandatory</i> Posted to Citizens website at: https://www.citizensfla.com/solicitations
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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).

- 1.4 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 seventy-two (72) hour period following the agency 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 Citizens Board of Governors, or any third party acting on Citizens' behalf with regard to the solicitation.

II. HOW DO I RESPOND?

- 2.1 PROPOSAL SUBMISSION:** Proposals must be received no later than the due date and time listed in the Calendar of Events. Failure to submit in a timely manner may result in a Proposal being deemed non-responsive. Proposals shall be submitted using the method listed below:

- E. Via Email. Submit Proposals via email addressed to citizens.purchasing@citizensfla.com with the subject line **RFP No. 22-0006, Language Interpretation and Transcription Services**. Vendors should expect to receive an acknowledgement message within one business day of submission of their Proposal via email. Vendors who do not receive such acknowledgement should immediately contact to the Procurement Officer to confirm whether their Proposal has been received. Citizens is not obligated to extend the Proposal due date/time to allow for email transmission delays 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 ten (10) megabytes (MB) or greater.

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

- A. Attachment A, Vendor Certification. This document will provide Citizens with basic information about the Vendor and provide certain assurances necessary to qualify the Vendor for a potential award of contract. This document will not be used in the scoring of a Proposal.
- B. Attachment B, Financial Review 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 and Purchasing Office, with the assistance of an independent CPA, regarding Vendor's financial stability, viability, and capacity as described in Attachment B.
- C. Attachment C, Vendor Questionnaire. This document will provide Citizens with specific information about Vendor's proposed Services and will be used as a basis for evaluation and scoring of the Proposal.

- D. Attachment D, Price Sheet. This document will provide Citizens with pricing information about Vendor's proposed Services and will be used as a basis for evaluation and scoring of the Proposal.

Vendors may also submit a short cover letter. Vendors should not include any other material with a Proposal unless those materials are specifically referenced in one of the above Attachments. Citizens will not be obligated to review or accept any extraneous materials.

III. WHAT ARE THE RULES?

- 3.1 QUESTIONS:** Vendors may submit questions, requests for clarification, or requests for changes regarding the RFP via email. Questions must be received by the Procurement Officer by the date and time indicated in the Calendar of Events. Vendors are encouraged to reference the specific section or attachment to which the question pertains.

Questions submitted will not constitute a protest to the RFP or serve as a notice of intent to protest. Answers will constitute an amendment to the RFP only to the extent a substantive change is made.

- 3.2 CHANGES TO RFP:** Citizens may make changes to this RFP by posting an amendment or addendum 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). 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 RFP process as provided in Section 119.071(1)(b), Florida Statutes.]*

If Vendor asserts that any portion of its Proposal or written communication is confidential or exempt from disclosure under the Public Record Laws (Protected Record), then Vendor **MUST** comply with the following process:

- A. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
- B. Submit a separate electronic copy of the Proposal or written communication with only protected portions redacted; and
- C. Submit a separate redaction log that provides a legal justification (e.g., Trade Secret Protection) for each redaction.

If Vendor does not identify its Protected Record(s) as specified herein, Citizens may produce Vendor's non-redacted copy in response to a public records request.

If Vendor has submitted a separate electronic copy of the Proposal or written communication with only protected portions redacted as specified herein, Citizens will produce the redacted copy provided by Vendor in response to the public record request. In the event a third party is requesting a copy of the redacted portion of Vendor's Proposal and Vendor continues to assert in good faith that redacted portions are confidential or exempt from disclosure under the Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency mandate to produce a Protected Record.

Citizens does not consider the total annual or monthly amount it could spend under the pricing submitted by a Vendor ("Total Spend") to be a Protected Record under Florida law. If the Total Spend is derived from more granular unit prices or formulas which Vendor considers to be a confidential trade secret, Vendor may protect those items from disclosure using the process described above. The parties acknowledge that (a) Citizens may disclose Total Spend in public meetings, in publicly posted documents, and in response to public records requests, and (b) the disclosure of Total Spend could, to some extent, allow for reverse-engineering and approximation of the Vendor's unit pricing and formulas.

- 3.4 EVALUATION PROCESS:** Proposals will be scored using the allocation of points indicated below. Proposals that do not comply with applicable requirements will be disqualified from 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
C: Vendor Questionnaire	Section A: Company Profile and Prior Relevant Experience	15
	Section B: Web Portal and Visual Demonstration	15
	Section C: Proposed Services	40
	Section D: Implementation and Additional Services	10
D: Price Sheet		20
Total Points		100

Pricing Score. Vendors will receive up to twenty (20) points based on the pricing they offer in Attachment D, Price Sheet. Pricing for the Interpretation Services will receive up to fourteen (14) points, and pricing for the Transcription Services will receive up to six (6) points as specified on the Price Sheet. The formula for determining points for each Vendor is more fully explained in Attachment D, Price Sheet.

Evaluation Committee and Notice of Agency Decision. In a telephonic public meeting, the average scores of the Evaluation Committee for the Vendor Questionnaire will be combined with the Pricing Score to determine the initial ranking of Vendors. Evaluators may change their initial scores based on their discussions with other evaluation committee members. A contract may be awarded to the responsive and responsible Vendor(s) whose Proposal receives the highest average score

- 3.5 VENDOR RESPONSIBILITY REVIEW:** In accordance with Section 287.057, Florida Statutes, a contract pursuant to this RFP can only be awarded to a "responsible vendor." A responsible vendor means "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." Section 287.012(25), Florida Statutes. Citizens may determine Vendor responsibility either before or after a Proposal is evaluated, provided that a final determination will be made before Citizens enters into a contract with awarded Vendor(s).

Citizens will determine Vendor responsibility based on (a) information provided in Vendor's Proposal; (b) information obtained from independent research including information obtains from third parties or the internet; and (c) any clarifications or supplemental material provided by Vendor at Citizens' request. To this end, Citizens may request Vendor to provide recent financial information, disclose potential conflicts of interests, and disclose any history of legal actions (including license suspensions, criminal records, administrative complaints, etc.).

- 3.6 EXECUTION OF CONTRACT:** Following the Intent to Award Notice, Vendor(s) will be expected to sign a final contract substantially similar to **Attachment E, 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.

Citizens may use other Vendors for the Services and is not required to contact more than one (1) Vendor about an assignment. No Vendor, including the top-ranked Vendor(s), is entitled to be contacted about any work assignment or to receive any particular volume of work. Work assignment decisions will be made by Citizens at its discretion based on considerations in effect at the time of the assignment.

- 3.7 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 seventy-two (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 seventy-two (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 ten (10) calendar days after the date the notice of protest is filed.** The formal written protest must state with particularity the facts and law upon which the protest is based and comply with Citizens' Board of Governors Procedure: Procurement Protests (Section 4-5.00). Any protest concerning this RFP shall be governed by Section 627.351(6)(e), Florida Statutes, and Citizens' Board of Governors Procedure: Procurement Protests, located at: <https://www.citizensfla.com/documents/20702/42664/Procurement+Protest+Procedure/816d9bfb-e636-40ec-a9f5-34873d053bf7>.

Failure to timely file an intent to protest or timely file a formal written protest, within the time prescribed pursuant to 627.351(6)(e), F.S., constitutes a waiver of proceedings.

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

Citizens Property Insurance Corporation
Attn: Althea Gaines, Clerk
2101 Maryland Circle

- 3.8 COSTS OF PREPARING PROPOSALS AND FUTURE USE:** Citizens is not liable for any costs incurred by Vendor in responding to this RFP, including costs for materials, meetings and/or travel. Other than Vendor's intellectual property, all Proposals become the property of Citizens. To the extent allowed by law, Citizens shall have the right to use all ideas, or adaptations of those ideas, contained in any Proposal. Acceptance or rejection of the Proposals will not affect this right.
- 3.9 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.
- 3.10 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.
- 3.11 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. 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).

END OF DOCUMENT