REQUEST FOR PROPOSALS NO. 14-0018
FOR
COURT REPORTING SERVICES

November 13, 2014

Refer ALL Inquiries to:
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Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 521-8345
E-Mail: citizens.purchasing@citizensfla.com

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

Attachment A – Court Reporting Services Contract
Attachment B – Price Sheet
Attachment C – Responsibility Review and Due Diligence Form
Attachment D – Mandatory Criteria Checklist
Attachment E – Vendor Conflict of Interest Disclosure Form (Form No.: 501b)
Attachment F – Regional Map
Attachment G – Proposed Staffing List
SPECIAL NOTE: When an item is identified in this solicitation using the specific term “shall submit” in bold type, such item is a mandatory component of the Vendor’s proposal. Failure to provide the specified document or information identified as “shall submit” will result in rejection of the proposal.

INITIAL RESPONSIVENESS CHECKLIST

The Initial Responsiveness Checklist (“Checklist”) identifies the mandatory submission requirements that must be included in the Vendor's initial solicitation response. Mandatory submission requirements are identified in the referenced sections of the solicitation by the specific term “shall submit” in bold type. This Checklist identifies every mandatory submission requirement for the Vendor's initial response; if an inconsistency exists between the Initial Responsiveness Checklist and the RFP and Attachments, this Checklist is controlling. Failure to provide any of the below mandatory submission requirements will result in disqualification of the Vendor (as non-responsive).

A Vendor may also be deemed non-responsive (and therefore disqualified) if they fail to meet substantive or technical requirements of the solicitation. This Checklist does not detail the substantive or technical requirements that are identified throughout the solicitation.

<table>
<thead>
<tr>
<th>MANDATORY SUBMISSION REQUIREMENTS</th>
<th>SECTION</th>
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<tbody>
<tr>
<td>Timely Response: Proposals submitted according to the due date, time and location provided in Section 1.5, Calendar of Events</td>
<td>1.5</td>
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<tr>
<td>Response contained on one compact disk (CD-ROM)</td>
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<td>Cover Letter (with information required in Section 3.6)</td>
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</tr>
<tr>
<td>Attachment C, Responsibility Review and Due Diligence Form</td>
<td>3.6 Tab 1</td>
</tr>
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<td>Attachment D, Mandatory Criteria Checklist</td>
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<td>Attachment E, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)</td>
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<td>Attachment B, Price Sheet</td>
<td>3.6 Tab 2</td>
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<tr>
<td>A typed narrative document describing Vendor’s experience in providing similar services to clients in each Area applied for</td>
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<td>Attachment G, Proposed Staffing List</td>
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<tr>
<td>A typed narrative document describing Vendor’s Quality Control processes</td>
<td>3.6 Tab 5</td>
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<tr>
<td>Financial Information</td>
<td>3.6, Tab 6</td>
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SECTION 1
INTRODUCTORY MATERIALS

1.1 STATEMENT OF PURPOSE: Citizens Property Insurance Corporation ("Citizens") is seeking responses from qualified vendors ("Vendors") to provide court reporting, transcription and video services ("Court Reporting Services"), in support of its Litigated and Disputed Claims Department. Currently, Citizens has over 12,000 open litigation claims and anticipates that the volume will remain the same over time.

Given the volume of pending litigation, Citizens intends to bring efficiency and uniformity to the process of using Court Reporting Services by procuring Court Reporting Services for five (5) separate geographical service areas ("Areas") in the State of Florida as well as on a statewide basis. [Note: The five Areas correspond to each of the five District Court of Appeals in Florida. See Attachment F, Regional Map.]

All Vendors responding to this solicitation must have continuously operated as a Court Reporting Services company for 2 or more years and be able to commit a minimum of 5 court reporters who meet the qualifications outlined in Section 4.2 of the contract in each Area applied for.

Citizens intends to award contracts to the top 10 ranked Vendors in each individual Area. No more than three Areas may be applied for (unless the application is for a statewide contract under the next paragraph). Each Area will be evaluated separately for purposes of awarding contracts. Vendors will not be disadvantaged if they choose to apply for only one Area.

Citizens also intends to award contracts to the top 5 ranked Vendors who apply for a statewide contract. Vendors applying for a statewide contract may not also apply for individual Areas.

Vendors will be scored on the following criteria: Pricing, Staffing, Experience, and Quality Control. Pricing will be set at a maximum price, however Vendors who agree to extend either a 5% or 10% discount will receive more points on the Pricing criteria. Vendors must commit and maintain staff that meet the minimum requirements defined in the contract and that have been approved by Citizens prior to receiving assignments. Due to the higher volume of litigation in Areas 3 and 4 (i.e., the areas covered by the 3rd and 4th DCAs), Citizens is allocating a greater number of points for the Staffing criteria for Area 3 and Area 4 (see Section 3.7, Tab 4).

All Vendors must adhere to the assignment and billing process created by Citizens as detailed in the contract. To ensure compliance with stated expectations and procedures, Citizens intends to routinely monitor and report the performance of Vendors through various measures outlined in the contract. Citizens does not guarantee any volume of work assignments or compensation under an awarded contract.

1.2 CITIZENS’ BACKGROUND: In 2002, the Florida Legislature created Citizens, a not-for-profit government entity, whose public purpose is to provide property insurance to applicants who are not able to purchase coverage in the private insurance market.

Citizens is governed by Section 627.351(6) F.S., and operates pursuant to a Plan of Operation that is approved by the Financial Services Commission of the State of Florida. Citizens’ operations are supervised by a Board of Governors who are appointed by the Governor, CFO, President of the Senate and Speaker of the House. Additional information about Citizens is available at Citizens’ website: https://www.citizensfla.com.

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

1.4 **CONTRACT TERM:** The contract term will be three (3) years, and, at Citizens’ discretion, have an optional one (1), two (2) - year renewal term. All terms, conditions and pricing will remain fixed for the term of the contract unless otherwise specified in the solicitation.

1.5 **CALENDAR OF EVENTS:** Listed below are important events and the corresponding dates and times relevant to this solicitation. These timeframes are subject to change at Citizens’ sole discretion. It is a vendor’s responsibility to comply with these timeframes and to monitor Citizens’ website for any changes.

<table>
<thead>
<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>ACTIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 13, 2014</td>
<td></td>
<td>Solicitation Released</td>
</tr>
<tr>
<td>November 21, 2014</td>
<td>5:00 PM ET</td>
<td>Questions Due</td>
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<tr>
<td>December 4, 2014</td>
<td></td>
<td>Answers Posted</td>
</tr>
<tr>
<td>December 10, 2014</td>
<td>2:00 PM ET</td>
<td>Responses Due</td>
</tr>
</tbody>
</table>

1.6 **NO CONTACT OR LOBBYING:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
SECTION 2
SCOPE OF SERVICES

Citizens intends to award contracts to vendors on a regional (See Attachment F, Regional Map) and statewide basis, to provide Court Reporting Services, on an as needed basis. No guarantees as to the number of hours or transcript pages are expressed or implied. Vendors will not charge for equipment and supplies as those prices must be built into the hourly or per page rates. Vendors will not be compensated for time spent traveling to and from an assignment or for mileage or other expenses related to travel to and from an assignment.

See Attachment A, Court Reporting Services Contract for the Scope of Services.

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SECTION 3
RESPONSE INSTRUCTIONS & EVALUATION CRITERIA

3.1 QUESTIONS: During the open question period, which ends on the date and time specified in Paragraph 1.5, Calendar of Events, vendors may submit questions in writing to the Procurement Officer identified on page 1 of this solicitation. Citizens will post answers to the questions on Citizens’ website in accordance with the Calendar of Events so all questions and answers are available at the same time to all vendors.

VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THE REQUIREMENTS OF THIS PROCUREMENT, INCLUDING THE CONTRACT TERMS AND CONDITIONS, DURING THE QUESTION AND ANSWER PHASE OF THIS SOLICITATION.

3.2 CHANGES TO THE SOLICITATION: Changes to this solicitation will be accomplished via amendment or addendum posted on Citizens’ website. It is the vendors’ obligation to monitor Citizens’ website to review amendments or addendums.

3.3 RESPONSE DUE DATE AND SUBMISSION: Responses shall be received by the Procurement Officer identified on page 1 on or before the date and time specified in Paragraph 1.5, Calendar of Events or the vendor’s response will be rejected as untimely.

Clearly identify which solicitation your response is for on the front of your submittal as follows:

RFP No.: 14-0018, Court Reporting Services

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

1. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure;
2. Submit a separate electronic copy of vendor’s response or written communication with only protected portions redacted; and
3. Submit a separate redaction log that provides a specific statutory citation justifying each redaction.

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

If vendor has complied with the provisions of this section and Citizens receives a public record request for a Protected Record, then Citizens will produce the redacted copy provided by vendor in response to the public record request. If a request is made for the entire non-redacted Protected Record(s), then Citizens will promptly notify vendor of the request. Vendor must take immediate and affirmative action to seek legal protection of its Protected Record(s) at issue. Citizens will not defend vendor’s claim in regard to this section. Failure by vendor to take action in accordance with this section shall constitute a waiver of its assertion that the Protected Record(s) are exempt from disclosure under the Public Record Laws, and Citizens may either produce the Protected Record(s) or unilaterally submit the Protected Record(s) to the clerk of court for an in camera inspection and judicial determination to resolve the dispute.

Notwithstanding the provisions of this section, in accordance with Federal or State law, Citizens will comply with any court order or government agency directive to produce a Protected Record.
3.5 **RESPONSE FORMAT:** This section prescribes the format in which the responses are to be submitted. Any information deemed appropriate by the vendor may be included, but is required to be placed within the pertinent sections.

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

It is the 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 your company capabilities are or what items/services you can provide, even if you have previously contracted with Citizens. **Responses are evaluated solely on the information and materials provided in your written response.** The use of outside materials or external website links is not allowed. Any links provided in a vendor’s response will not be reviewed or used to evaluate responses. Vendors are required to provide complete information and documentation within their submission which will be used for evaluation.

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

B. **Redacted Copy of Response:** In addition to the CD required in Section A above, the vendor should submit an additional CD with their response containing a full "Redacted" electronic version of their response in accordance with Section 3.4, above. This CD should be labeled "Redacted Response" and be void of any information the vendor deems exempt from Florida’s public record law.

3.6 **RESPONSE CONTENTS:** The purpose of the vendor’s response is to demonstrate their qualifications, competence and capacity to provide services in conformity with the requirements as outlined by this solicitation. Responses should be prepared simply and economically, providing a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this solicitation. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each response shall be on completeness and clarity of content.

Vendor’s response should be organized as follows:

**TAB 1. Mandatory Submittal Forms and Documents:** In this section, Vendor shall submit, behind Tab 1:

1. **Cover Letter:** Vendor shall submit a cover letter on the vendor’s letterhead with the following information:
   a) Name and headquarters location of the Vendor;
   b) Primary location(s) from where the work will be executed;
   c) Federal Employer Identification (FEID) Number; and
   d) Address of Vendor office for each Area applied for (a business office must be located in each Area applied for; this office does not need to be made available for meetings or depositions).

2. **Attachment C,** Responsibility Review and Due Diligence Form;

3. **Attachment D,** Mandatory Criteria Checklist;

4. **Attachment E,** Vendor Conflict of Interest Disclosure Form (Form No.: 501b).

**TAB 2. Pricing:** (Maximum of 20 points) Vendor shall submit behind Tab 2, a completed copy of **Attachment B,** Price Sheet.

**TAB 3. Vendor Experience:** (Maximum of 25 points) Vendor shall submit behind Tab 3, a typed narrative document describing the vendor’s experience in providing similar
services to clients in each Area applied for. The document may include information such as:

1. Years serving clients in the Area.
2. Number of assignments or clients served in the past 1-5 years.
3. Stability of management structure or executive leadership over the last five (5) years.
4. Certifications and awards, if any.

- Citizens requests that this narrative document not exceed **one (1) page per Area applied for or three (3) pages total for statewide service.**
- Brochures and other supplementary materials will not be scored and should not be submitted with the vendor’s Response.

**TAB 4. Vendor Staffing: (Maximum of 30 - 35 points dependent on Area applied for)**

Vendors must state the number of court reporters it will make available in each of the Areas it proposes to serve. To provide this information, Vendor **shall submit** behind Tab 4, a completed copy of **Attachment G**, Proposed Staffing List in this section.

a) Vendors, whether providing statewide service or service in 1 or more Areas, must have a minimum of 5 court reporters who meet the minimum requirements outlined in Section 4.2 of the contract for each Area applied for.

b) Vendors with a minimum of 25 total court reporters (5 in each Area) who meet the requirements outlined in Section 4.2 of the contract are eligible to apply for statewide service.

c) Vendors are allowed to apply for service in 1-3 Areas or statewide, but not both. *Each Area will be evaluated separately for purposes of awarding contracts. Vendors will not be disadvantaged if they choose to apply for service in only one Area.*

d) Any Vendor wishing to service 4 or more Areas must apply for statewide service and meet the minimum requirements stated above in Section b.

**TAB 5 Quality Control: (Maximum of 20 - 25 points dependent on Area applied for)**

Vendor **shall submit** the following information:

- A separate document providing a narrative response to the following information:

  a) Description of your company’s work product evaluation process including: (1) who performs work products evaluations, (2) the evaluation criteria used for work product quality reviews and (3) the steps taken upon identification of sub-standard quality work product.

  b) What changes to the work product evaluation process would be implemented if assignment volume increased significantly?

  c) Identify whether: (1) vendor’s court reporters are required to earn any continuing education requirements, (2) whether the vendor requires court reporters to hold either an FCRA or NCRA certification, and (3) what percentage of court reporters currently employed or associated as an independent contractor are certified under FCRA or NCRA?

- For purposes of this solicitation, “work product evaluation process” is defined as
the process by which vendor evaluates the quality of the work submitted for invoicing under the contract, including but not limited to: transcripts, reports, billing information, etc. This section will be used to determine the work product evaluation process by which the vendor ensures the quality of a court reporter’s submitted work product.

- Vendor may be requested to provide additional clarification documentation as needed.

**TAB 6. Financial Review:**

1. As a risk management best practice and part of the responsible vendor determination (pursuant to ss. 287.057 and 287.012, F.S.), Citizens will evaluate Vendor’s financial stability, viability and capacity. Citizens will review documentation submitted by Vendor to evaluate Vendor’s financial stability, viability, and capacity. The extent of the financial review required is based on the perceived level of risk associated with the services procured and term of the contract.

   The general standard of review is whether the documents provided demonstrate Vendor has the financial stability, viability, and capacity to perform the services under the contract for the term of the contract. The following criteria will be integral in applying this general standard:

   a) **Solvency** – the ability of Vendor to meet its long-term obligations and remain in business over the life of the contract. Solvency analysis includes comparison of total assets, total liabilities, and owner’s equity. It also may include consideration of the nature and type of Vendor's assets and liabilities, and trends in operating results that could affect future solvency over the life of the contract.

   b) **Liquidity** – the ability of Vendor to pay its immediate or short-term obligations. Liquidity analysis includes comparison of current assets and current liabilities. It also may include consideration of Vendor's cash flows and cash reserves.

   c) **Profitability** – the results of Vendor’s operations; the excess or deficit of revenue over expenses. Profitability analysis includes consideration of Vendor’s recent operating results, trend analysis, and effect on the Vendor’s related solvency.

   d) **Capacity** – the ability of a Vendor to produce the required goods or services over the term of the contract. Capacity analysis includes consideration of size of the contract to the financial resources available to the Vendor, and to the Vendor’s current volume of business.

2. Mandatory Requirement. Vendor **shall submit** the following financial documentation:

   - Financial statements including, at a minimum, a balance sheet and income statement for the Vendor’s most recent fiscal year (or the period the entity has been in existence if less than one year), identifying the basis of accounting on which the financial statements are reported. Options for complying with this mandatory requirement are provided in paragraph 3, below.

3. Financial Statements. Options for complying with the mandatory requirement in paragraph 2, above, are provided in a) – f), below. The level of assurance provided by the financial statements submitted will be considered by Citizens according to the following priority, in order, beginning with the highest assurance:

   a) Financial statements accompanied by the Audit report of an independent certified public accountant.

   b) Financial statements accompanied by the Review report of an independent
certified public accountant.

c) Financial statements accompanied by the Compilation report of an independent certified public accountant.

d) Financial statements otherwise prepared by a certified public accountant.

e) Financial statements prepared by the Vendor’s internal management.

f) Consolidated financial statements identified in a) – f) of Vendor’s parent entity. If Vendor uses this option to validate financial stability a parental guaranty assuring the parent entity will financially support Vendor throughout the term of the prospective contract will be required prior to contracting.

4. Financial Stability, Viability and Capacity Determination (PASS/FAIL). Vendor may submit the financial documentation required by paragraph 2 above, in any manner described in paragraph 3. For Vendors submitting documentation under options 3.b), 3.d), 3.e), 3.f), Citizens, or their designee, will assess the financial stability and viability of Vendor and make a PASS/FAIL determination, considering:

a) The level of assurance provided by the financial documentation submitted. Lower priority levels of documentation are more likely to require additional documentation under paragraphs 5 and 6, below.

b) The financial condition or position of Vendor during the most recent year.

c) The results of operations of Vendor during the most recent year.

d) Cash flow of the Vendor during the most recent year.

e) Assessment of solvency, liquidity, and profitability.

f) Assessment of capacity.

g) Disclosures regarding subsequent events, contingencies, concentrations, and litigation.

h) Any other information included in the financial statements which could have an effect on the financial stability and viability of Vendor.

5. Clarifications and Additional Documentation. A PASS/FAIL determination may be finalized at any time prior to award of the solicitation. Prior to award Citizens may request clarification from Vendors regarding submitted financial documentation and / or, at its discretion, may request alternative or additional documentation or assurances from Vendors which could assist in demonstrating financial stability and viability, including but not limited to copies of tax returns, interim and supporting accounting reports, banking records, affiliated company financial reports, or parental guarantee. The level of assurance and applicability of such information submitted by a Vendor will be considered by Citizens in making its PASS/FAIL determination.

3.7 REVIEW AND EVALUATION PROCESS: Citizens will conduct a comprehensive review and evaluation of all responses meeting the requirements of this solicitation. Please note that Citizens, at its sole discretion, reserves the right at any time during the process to reject all responses that are not in the best interest of Citizens.

Only timely submitted responses will be reviewed and evaluated by staff to determine if they comply with the Pass / Fail requirements identified in this solicitation. Failure to meet any of these requirements may render a reply non-responsive and result in rejection.

A. Evaluation Point Allocation: For the purpose of evaluation, scoring and ranking, review categories have been divided into multiple sections. The scores for each section will be
calculated and the totals of each of the 4 sections will be added together to create the Vendor’s Overall score. Due to the disproportionately higher volume of litigation in the Areas associated with the 3rd and 4th DCAs, Citizens will allocate greater weight to the number of court reporters available for these Areas. The following reflects the **Pass / Fail** criteria and the maximum number of points that may be awarded by category:

**1st, 2nd & 5th Areas and Statewide**

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<th>TAB NO.</th>
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<th>POINTS</th>
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<td>Tab 1</td>
<td>Mandatory Submittal Forms and Documents</td>
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<tr>
<td>Tab 2</td>
<td>Pricing</td>
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<tr>
<td>Tab 3</td>
<td>Experience</td>
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<tr>
<td>Tab 4</td>
<td>Vendor Staffing</td>
<td>30</td>
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<tr>
<td>Tab 5</td>
<td>Quality Control</td>
<td>25</td>
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<td>Tab 6</td>
<td>Financial Review</td>
<td>Pass / Fail</td>
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<tr>
<td><strong>Total Points:</strong></td>
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**3rd and 4th Areas**

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<th>POINTS</th>
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<tr>
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<td><strong>100 Points</strong></td>
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**B. Pricing Points Allocation (20 Points):** Pricing will be scored based upon the percentage discount applied to the maximum prices listed in Attachment B, Price Sheet. The following table will be used to score pricing:

<table>
<thead>
<tr>
<th>Discount Off Maximum Price</th>
<th>Points</th>
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<tbody>
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<td>0%</td>
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<tr>
<td>5%</td>
<td>10</td>
</tr>
<tr>
<td>10%</td>
<td>20</td>
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**C. Clarifications.** Before award, Citizens reserves the right to seek clarifications and request any information deemed necessary for evaluation of responses.

**D. Evaluation and Award of Contracts.** Using the evaluation criteria specified above, Citizens will evaluate and rank responses and intends to proceed to contract with the 10 highest ranked vendors in each Area and the top 5 statewide vendors. Citizens reserves the right to award more or less than this number of contracts as it deems reasonable to meet its projected needs. Award of a contract qualifies a vendor to be considered as a service provider but does not guarantee the vendor will receive any particular level of business.

**E. Subdividing Awards.** During the evaluation and award process, Citizens may subdivide an Area geographically if, in Citizens’ sole reasonable judgment, this subdivision is needed to ensure that court reporter services will be available throughout the Area. This may result in a
Vendor with a lower score being awarded a contract within an Area due to that Vendor’s presence in a particular area within the Area.

NOTE: Responses will be considered only from vendors who are regularly engaged in the business of court reporting service, are financially responsible and who have the necessary resources and qualifications to provide the services required by this RFP.

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SECTION 4
SOLICITATION GENERAL CONDITIONS

4.1 ACCEPTANCE / REJECTION: Citizens reserves the right to accept or reject any or all Responses and to make the award to the vendor(s) who, in the opinion of Citizens, will be in the best interest of and / or the most advantageous to Citizens. Citizens also reserves the right to reject the responses of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in Citizens’ opinion, is not in a position to perform properly under this award. Citizens reserves the right to inspect all facilities of vendor(s) in order to make a determination as to the foregoing. Citizens reserves the right to waive any irregularities and technicalities and may, at its discretion, request a Rebid.

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

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

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

A decision or intended decision that can be challenged must be made from a determination of a single source award, rejection of all responses of a competitive solicitation, or a notice of intent to award a contract pursuant to a competitive solicitation for purchases of commodities or contractual services that exceed the Category Two threshold amount (as defined in Section 287.017, F.S.).

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

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

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

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

4.3 COSTS OF PREPARING RESPONSES: Citizens is not liable for any costs incurred by a vendor in responding to this solicitation, including those for oral presentations, if applicable.

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

4.5 **ELECTRONIC POSTING OF AWARD:** Citizens will electronically post a notice of award on Citizens’ website located at: https://www.citizensfla.com/about/purchasing/purchasing-solicitations.cfm.

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

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

4.8 **MINOR IRREGULARITIES / MATERIAL DEVIATIONS:** Citizens reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Citizens determines that doing so will serve Citizens’ best interests. Citizens may reject any response with a material deviation or response not submitted in the manner specified by the solicitation documents.

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

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

4.11 **REJECTION OF RESPONSES:** Submission of a response indicates acceptance by vendor of the conditions contained in this solicitation, and any attachments including the Standard Terms and Conditions unless otherwise specified, as indicated in the competitive solicitation. Citizens, in its sole discretion, may reject any and all responses.

4.12 **TIE BREAKING PROCESS:** In the event a tie occurs in price and / or score between two (2) or more vendors during a competitive solicitation, Citizens will determine the recommended vendor
for award based upon the following criteria (listed in order of priority):
• All goods / services of the vendor are manufactured / performed in Florida;
• The vendor has implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes;
• All goods / services of the vendor are manufactured / performed in the United States; and
• Certain foreign manufacturers with employees in Florida, as designated in Section 287.092, Florida Statutes.

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

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

4.14 **NEGOTIATION SUBSEQUENT TO TERMINATION FOR CAUSE:** In the event that a contract entered into pursuant to this solicitation is terminated for cause by Citizens, Citizens reserves the right to re-procure substitute contractual services through negotiations with the next-ranked eligible vendor under this solicitation. If Citizens fails to contract with the next-ranked eligible vendor it may continue in this manner sequentially through all eligible vendors until a vendor willing to perform at acceptable pricing under the solicitation’s terms and conditions is found.
SECTION 5
TERMS AND CONDITIONS

See Attachment A, Court Reporting Services Contract

END OF DOCUMENT