

**Northern Kentucky University
Procurement Services
Bid # NKU-31-18**

**ITB
For
Services for the Deaf & Hard of Hearing (DHH)
Video/Audio Accessibility**



March 29, 2018

Proposal NO: NKU-31-18
Issue Date: 03/29/18
Title: Hearing Services
Purchasing Officer: Jennifer Moeves
Phone: 859.572.5226

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
 Procurement Services
 1 Nunn Drive
 617 Lucas Administrative Center
 Highland Heights, KY 41099**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/26/2018 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - Is authorized to transact business in the Commonwealth; and
 - Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- The preference for resident bidders shall not be given if the preference conflicts with federal law.
- Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION -	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

NOTICE OF ADVERTISEMENT**BRIEF SCOPE OF WORK:**

To establish a Price Contract to furnishing labor, equipment, materials, and supervision, as required, and specified to perform day, night, and weekend Sign Language interpreting services, CART Services, C-Print/Typewell, Closed Captioning and Transcribing (video and audio material) services.

PROJECT TIMETABLE:

Invitation for Bid Issued	March 29, 2018
Last Date for Questions	April 12, 2018 at 12:00 Noon
BIDS DUE	April 26, 2018 at 2:00 pm
Contract Effective	July 1st, 2018

BONDS:

Performance & Payment bonds of 100% may be required of the successful bidder.

CANCELLATION

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions or any part of the agreement. Only the University shall have the right to terminate the contract for convenience, which shall be effective upon sixty (60) days prior written notice. The parties shall have standard termination rights for the other party's uncured breach rights.

TERM OF CONTRACT

The term of this Contract will be two (2) years, with the possibility of an additional one (1) year renewal.

GENERAL TERMS AND CONDITIONS:

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any contractor terms and conditions:

<https://inside.nku.edu/procurement/policies/terms-and-conditions.html>

SUBMITTAL OF BID:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Jennifer Moeves, Buyer
Buyer, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Jennifer Moeves, Procurement Services: moevesj2@nku.edu

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

ITB NKU-31-18

Services for the Deaf & Hard of Hearing, Video/Audio Accessibility

Note: Bids received after the closing date and time will not be considered.

SCOPE OF WORK**SCOPE:**

The services requested include Sign Language Interpreting, CART, C-Print/Typewell, Closed Captioning and Transcription (video and audio materials) services. Services must be available weekdays as well as nights and occasional weekends for numerous students and a minimum of 100 video/audio materials per semester.

DHH services are requested each semester based on the student schedules. 24 hour notice is usually given when a service is no longer required. Accessible materials are requested per instructor/coordinator based on the number of video/audio needs for a specific course, throughout each semester.

Sign Language Interpreters **MUST** hold a valid Kentucky license through the Kentucky Board of Interpreters for the Deaf and Hard of Hearing and proof of a valid license must be submitted yearly. It is also preferable that interpreters have an RID Certification, but it is not mandatory. Vendors must have at least 3 available Kentucky licensed interpreters that are available to work simultaneously on campus at Northern Kentucky University. Upon requesting services, a vendor has 2 weeks to confirm coverage of request.

To establish a Price Contract to furnishing labor, equipment, materials, and supervision, as required, and specified to perform day, night, and weekend Sign Language interpreting services, CART Services, C-Print/Typewell, Closed Captioning and Transcribing (video and audio material) services.

Sign Language Interpreters are individuals who in person or by remote access provide sign language interpreting in American Sign Language (ASL) or Pidgin Sign Language (PSE). Interpreters must meet all Kentucky qualifications for sign language interpreters and are assigned to match the student's individual linguistic needs. It is also preferable that interpreters have an RID Certification, but it is not mandatory.

CART (Computer Assisted Real-Time Translation) is the acronym used when providing real time (in-person or remote) services to someone who is deaf, hard of hearing, has cognitive impairments, etc. A CART provider may substitute words; they may also add emphasis and indicate environmental sounds. Afterward, an electronic version of the transcript is available to students for review purposes.

C-Print®/Typewell is a real time, meaning for meaning, transcript presented either in-person or remotely utilizing technology (i.e. tablet, laptop, computer, iPhone) to aide someone who is deaf, hard of hearing, has cognitive impairments, etc. Afterward, an electronic version of the transcript is available to students for review purposes.

Closed Caption is synchronized, equivalent captions provided for both visual and auditory content. The text content should appear at approximately the same time that audio would be available. The content provided in captions should be equivalent to that of the spoken word.

Transcripts allow anyone that cannot access content from audio or video to read an equivalent text transcript. Transcripts do not have to be verbatim accounts of the spoken word in a video. They should contain additional descriptions, explanations, or comments that may be beneficial, such as indications of laughter or an explosion.

METHOD OF AWARD:

It is the University's intention to make the award to the qualified, responsive and responsible bidder on an extended lowest total cost basis. Secondary price contracts will also be awarded to ensure NKU has the necessary services available due to staffing concerning of Contractors.

PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation for Bid shall be firm for the duration of the Contract's term.

INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices, to the billing address shown on the Purchase Order.

All documentation must be itemized as follows:

1. Contract number is to appear on all shipping documents and invoices
2. Purchase Order Number must be referenced on shipping papers and invoices
3. Ship to address must be clearly stated
4. Accurate quantities for each line item shipped
5. Correct unit prices for each line item, as stipulated in the contract

End- Specifications

FORM OF PROPOSAL

We are looking for a vendor to provide day, night, and weekend Sign Language Interpreting, CART, C-Print/Typewell, Closed Captioning and Transcription (video and audio materials) services. Services must be available weekdays as well as nights and occasional weekends for numerous students.

SECTION A: INTERPRETER SERVICES

Hourly Rate – Day	\$ _____
Hourly Rate - Evening	\$ _____
Hourly Rate - Weekend	\$ _____
Specialty Fees*	\$ _____
Remote Hourly Rate – Day	\$ _____
Remote Hourly Rate - Evening	\$ _____
Remote Hourly Rate - Weekend	\$ _____
Remote Specialty Fees*	\$ _____
Travel Fees - Time	\$ _____
Travel Fees - Mileage	\$ _____
TOTAL Fees	\$ _____

SECTION B: C-PRINT/ TYPEWELL SERVICES

Hourly Rate – Day	\$ _____
Hourly Rate w/ Hard Copy - Day	\$ _____
Hourly Rate - Evening	\$ _____
Hourly Rate w/ Hard Copy - Night	\$ _____
Hourly Rate - Weekend	\$ _____
Specialty Fees*	\$ _____
Remote Hourly Rate – Day	\$ _____
Remote Hourly Rate w/ Hard Copy - Day	\$ _____
Remote Hourly Rate - Evening	\$ _____
Remote Hourly Rate w/ Hard Copy - Night	\$ _____
Remote Hourly Rate - Weekend	\$ _____
Remote Specialty Fees*	\$ _____
Travel Fees - Time	\$ _____
Travel Fees - Mileage	\$ _____
Hard Copy Editing Fees	\$ _____
TOTAL Fees	\$ _____

SECTION C: CART SERVICES

Hourly Rate – Day	\$ _____
Hourly Rate w/ Hard Copy - Day	\$ _____
Hourly Rate - Evening	\$ _____
Hourly Rate w/ Hard Copy - Night	\$ _____
Hourly Rate - Weekend	\$ _____
Specialty Fees*	\$ _____
Remote Hourly Rate – Day	\$ _____

Remote Hourly Rate w/ Hard Copy - Day	\$ _____
Remote Hourly Rate - Evening	\$ _____
Remote Hourly Rate w/ Hard Copy - Night	\$ _____
Remote Hourly Rate - Weekend	\$ _____
Remote Specialty Fees*	\$ _____
Travel Fees - Time	\$ _____
Travel Fees - Mileage	\$ _____
Hard Copy Editing Fees	\$ _____
TOTAL Fees	\$ _____

SECTION D: CLOSED CAPTION SERVICES

Video Captioning	\$ _____
Real-time Captioning	\$ _____
Automated Transcription Alignment	\$ _____
Quick Turn-Around Fees	\$ _____
Tech Support	\$ _____
Specialty Fees*	\$ _____
TOTAL Fees	\$ _____

SECTION E: TRANSCRIPTION SERVICES

Video/Audio Transcript	\$ _____
Tech Support	\$ _____
Quick Turn-Around Fees	\$ _____
Specialty Fees*	\$ _____
TOTAL Fees	\$ _____

* Specialty fees for highly visible or special skills (i.e. skills courses - Law School, Medical Interpreting, etc.)

Do you charge a fee for prep time?

When are team interpreters/captionists required?

Is there a minimum hourly requirement for interpreting/CART/C-Print/Typewell services?

Is there a minimum amount of minutes charged for closed caption/transcription services?

What is your cancellation policy?

NOTE: The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest, must be properly executed for the Bid to be valid.

This Form of Bid shall be used in submitting a proposal for work. Copies will be furnished upon request by the authority issuing the contract documents. Northern Kentucky University expressly reserves the right to make a single award or multiple awards from this Invitation for Bid for any single item or group of items when deemed advantageous for the University or award a multiline item procurement in whole or in part or on an individual line item basis.

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum bid shall not be a cause for withdrawal of the bid without forfeit of bid bond. Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.

THIS PROPOSAL SUBMITTED BY

(Name and Address of Bidder)

DATE _____ TELEPHONE _____ FAX _____

I hereby propose to provide services required to perform the specifics of the Contract Documents, within the time set forth herein and for the stated Bid.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

