Captioning & Interpretation Services
December 22, 2014
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Captioning & Interpretation Services

RFP Number: LP122214

Issue Date: December 22, 2014

Brief Description: Remote captioning and transcription services, and/or on-site captioning and transcription services and/or American Sign Language/spoken English Interpreting services

Note: Firms may respond to all or part of the scope of services set forth in Section B.

Preproposal Questions: Any questions concerning this RFP must be e-mailed to the buyer listed below no later than 3:00 p.m. Monday, January 5, 2015 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. Wednesday, January 7, 2015. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted via electronic mail to LP3S@virginia.edu

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations: Negotiation questions will be sent to Selected Firms on or before January 16, 2015.

Expected Award Date: February 2015

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for two years, with the ability to renew on the same or similar terms and conditions, for three additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Lori Ponton, Senior Buyer
Phone: 434-924-4216
Fax: 434-982-2690
Email: LP3S@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

It is the intent of this purchase to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this purchase if authorized by the vendor. Participation in this cooperative procurement is strictly voluntary. If authorized by the vendor, this purchase may be extended to the entities indicated above to purchase at fees in accordance with this purchase. No modification of this Agreement or execution of a separate agreement is required to participate. Participating entities will place their own orders directly with the vendor and will fully and independently administer their use of this purchase to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the vendor to extend this purchase. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this purchase no matter the circumstances. Use of this purchase does not preclude any participating entity from using other agreements or competitive processes as the need may be.

B. SCOPE OF GOODS & SERVICES

The University and its Elson Student Health Center seek a qualified firm or firms to provide remote captioning and transcription services, and/or on-site captioning and transcription services and/or American Sign Language/spoken English Interpreting services. Each firm will provide services for students enrolled at the University or persons visiting the University who require captionists to access spoken communication. Contracted services may be needed for: 1) students enrolled in classes as well as various events such as faculty lectures, meetings and the like; 2) medical clerkship including surgeries, lectures, and other associated settings; and 3) other meetings as deemed necessary by the Student Health Center’s Student Disability Access Center (SDAC) staff.

1. Remote and/or On-line Captioning Service

   Request for Service

   For standard academic work

   - SDAC staff will submit course schedules students or of individual events to the company or individual indicating nature of event or course, time: start and ending, and materials for preparation if available.
• Schedules changes may be made during the term based on student schedules.
• The Selected Firm will make every effort for consistent service, assigning specific captionists to a given course so that the captionist(s) can continually build their dictionaries in response to the material being taught. For single events, it is expected that a single, consistent captionist will provide the service.

For Medical curriculum:
• SDAC staff will submit schedules reflecting the given learning environment – class, on-site placement, surgery and the like
• schedule changes are frequent and occur throughout the year.
• A select individual or team of no more than 3 captionists well versed in medical captioning will be assigned to ensure consistent service.

For either Medical curriculum or standard academic work, SDAC will provide scheduling details as soon as possible to facilitate arrangement for service.

Absences/No Shows
Absences are incidents when students do not or cannot attend class and know so 24 or less hours in advance. During business hours, students will contact SDAC and SDAC will then inform the Selected Firm as soon as possible. Notification will be via email, text message or phone call. Arrangements for communication after hours or in urgent circumstances must be arranged between the Selected Firm and SDAC’s coordinator of Deaf/Hard of Hearing services.

If SDAC and the Selected Firm are informed of scheduled absences no less than 72 hours prior to date and time of absences, no charges will be incurred as a result of the absence. This applies to course withdrawals as well.

For standard academic curriculum: to confirm a “no show” the Selected Firm shall wait online for 15 minutes past the class start time, after which time she/he will contact SDAC coordinator of Deaf/Hard of Hearing services. If notified, SDAC shall pay the class time at issue.

For Medical curriculum: for all lectures, workshops or classes, the captionist will continue to caption regardless of student presence unless informed otherwise.

For Medical curriculum and standard academic work: Typed and unedited transcripts must be provided to students (or other clients if requested) via email within 24 hours of the class/event. Cost for transcript is expected to be minimal or ‘zero’ when possible.

SDAC will respond to requests, questions and concerns from clients and the Selected Firm.

Expectations of Company
Quality Controls
Three times per year (at least once per semester) an evaluation will be performed to assess the quality and satisfaction of services from the clients perspective (students or others regularly using the service). A complete report of findings will be provided to the SDAC coordinator of Deaf/Hard of Hearing Services in a timely fashion. SDAC will have the opportunity to make adjustments based on the findings.

**Personnel**
- Experienced captionists will provide services in all instances. Service expectation is 98% accuracy at a rate of 225 wpm
- Captionists are expected to hold CRR - Certified Realtime Reporter, OR CBC - Certified Broadcast Captioner (CBC) AND CCP, Certified CART Provider

**Selected Firm Absences**
The Selected Firm is expected to provide the service regardless of employee absence or illness. In cases where the regular captionist will be unavailable and no adequate replacement can be provided, the company or individual will: a) make every effort to find a suitable substitute, and: b) inform SDAC immediately of the substitute or in rare cases, the unavailability of service for a given assignment. SDAC will not be billed for services not rendered. Excessive absences by captionists may result in termination or reduced use of the contract.

**Costs and Billing Procedures**
Any charges other than those associated with regular event schedules must be pre-authorized by SDAC via email.
- All preparation and edit time must be approved via email by SDAC
- The University acknowledges that preparation time may be necessary for some courses, material etc. The time and associated fees must be pre-authorized.
- Any indirect hours billed to the University must have a specific description included on the invoice indicating what the non-professional hours involved (ie prep time, wait time)

2. **American Sign Language / Spoken English Interpreting Service**
   **Categories**
The Selected Firm may respond to one, two or all three categories of sign language:

   **Medical School** – requires past experience working in medical environments, above average linguistic competency in the medical arena and commitment to stay abreast of course and clerkship material via web-based study guides. Geography is also a significant factor as many medical school events are scheduled last minute and in various locations.

   **Academic Grounds** – **faculty** – requires particular facility in working from ASL to spoken English and commitment to preparation involving reading of course material as well as preparation for meetings of various kinds.

   **Academic Grounds** – **students**- requires working knowledge of subject matter and commitment to preparation involving reading of course material.
These are in addition to meeting all general requirements listed below in the Expectations of Interpreters section.

Procedures

Request for Service

For **standard academic work**

- SDAC staff will submit course schedules of students or of individual events to the Selected Firm indicating nature of event or course, time - start and ending, location and materials for preparation if available.
- Schedules changes may be made during the term based on student schedules.
- The Selected Firm will make every effort for consistent service, assigning specific interpreters to a given course so that the interpreter(s) can continually build their familiarity with the material being taught. An interpreter must be able to commit long term such as for the entirety of a semester whenever possible.

For **Medical curriculum:**

- SDAC staff will submit schedules reflecting the given learning environment – class, on-site placement, surgery and the like
- Schedule changes are frequent and occur throughout the year.
- A select individual or team of no more than 4 interpreters well versed in medical interpreting will be assigned to ensure consistent service.

For either **Medical curriculum or standard academic work**, SDAC will provide scheduling details as soon as possible to facilitate arrangement for service.

**Absences/No Shows**

Absences are incidents when students do not or cannot attend class and know so 24 or less hours in advance. During business hours, students will contact SDAC and SDAC will then inform the Selected Firm as soon as possible. Notification will be via email, text message, or phone call. Arrangements for communication after hours or in urgent circumstances must be arranged between the company or individual and SDAC’s coordinator of Deaf/Hard of Hearing services

If SDAC and the Selected Firm are informed of scheduled absences no less than 48 hours prior to date and time of absences, no charges will be incurred as a result of the absence. This applies to course withdrawals as well.

**For Medical curriculum and standard academic work:** to confirm a “no show” the individual or company will wait at the site for 20 minutes past the class/event start time, after which time she/he will contact SDAC coordinator of Deaf/Hard of Hearing services to determine of the wait should be extended, to be reassigned, or to be released. If notified, SDAC will pay the class time at issue.

SDAC will respond to requests, questions and concerns from clients and the company or individual.
Expectations of Company

**Personnel**

**Quality Controls**

SDAC reserves the right to observe the work of the interpreters for evaluative purposes. Also regular check-ins with the clients will be done. Students and interpreters spend many hours together. There has to be a reasonable interpersonal relationship in place so as not to take away from the access to the service. Also the interpreter must be able to conduct themselves in a way that is appropriate to a professional academic environment. SDAC shall have the opportunity to make adjustments based on the findings.

Expectations of Interpreters

All providers of ASL/spoken English Interpreting services must meet the following:

**Education and Certification** – Interpreters will:
- hold national certification from the National Registry of Interpreters for the Deaf Inc
- hold a BA or proved equivalent experience in relevant area to topics assigned
- have a minimum of 5 years’ experience in the profession unless deemed able by the coordinator. Past experience working in equivalent academic environments to UVA are a must.

**Geography** – interpreters must be located within 80 mile radius of the University unless the company or individual is able to provide a reasonable fee for travel.

**Company Absences**
The Selected Firm is expected to provide the service regardless of employee absence or illness. This does not apply to individuals. However for either the Selected Firm or individual, in cases where the regular interpreter will be unavailable and no adequate replacement can be provided, the Selected Firm or individual will inform SDAC immediately of the unavailability of service for a given assignment. SDAC will not be billed for services not rendered. Excessive absences by interpreters may result in termination or reduced use of the contract.

**Costs and Billing Procedures**
Any charges other than those associated with regular event schedules must be pre-authorized by SDAC via email.
- All preparation time must be approved via email by SDAC
- The University acknowledges that preparation time may be necessary for some courses, material etc. The time and associated fees must be pre-authorized.
- Any indirect hours billed to the University must have a specific description included on the invoice indicating what the non-professional hours involved (ie. prep time, wait time)

**Pricing Schedule (example)**

<table>
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<tr>
<th>Product/Service</th>
<th>Price per Hour/File/etc.</th>
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C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan and ability to provide the University with the services as described in the Scope of Good and Services section, to include a sample of its services;
2. The firm’s experience in providing services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s number of consistent individuals that can be assigned to projects as needed and the qualifications of the individuals assigned to projects;
4. The firm’s price proposal; and
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:

1. A detailed description and the full specifications of the product/services proposed. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be
formatted in such a way to address each of the above specifications in a line-by-line process.

2. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.

3. The estimated ship date of the product/services from the time of the order (i.e., 24 hours after order)

4. Information on any warranty associated with the product/service the firm is proposing and any extended warranty (include the price) that might be available.

5. The firm’s proposed price / fee for providing the services, to include shipping charges (the University’s shipping terms are FOB Destination).

6. A sample of the firm’s captioning and transcription services.

7. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.

8. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.

9. A list of institutions of higher education with which the firm has signed a term contract.

10. A list of the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org

11. Complete and return the information requested in Attachment 2, Firm Information.

NOTE: Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

- The Selected Firm registering as a vendor with the University of Virginia.
  https://www.procurement.virginia.edu/pagevendorregistrationform
• Unless otherwise deemed appropriate by the University, the Selected Firm will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

• The Selected Firm being aware of sensitive, non-public “University Data” which is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If the Selected Firm providing goods or services to the University will receive, create, or come into non-incidental contact with University Data, the Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if the Selected Firm providing goods or services to the University will receive, create, or come into non-incidental contact with patient or UVa health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, the Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

• The Selected Firm registering and accepting eVA Terms and Conditions prior to award. http://www.eva.virginia.gov/


Note: Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.


F. OTHER INFORMATION

Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:
The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence and $1,000,000 aggregate, with coverage for premises/operations, personal injury, and contractual liability. Also the University will be added as an additional insured.*

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.

Workers Compensation:
The Selected Firm and any Subcontractor will provide workers compensation in accordance with the Workers Compensation Act of Virginia and employers liability coverage with a limit of not less than $100,000.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority- and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
**Attachment 2**

**Firm Information**

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<thead>
<tr>
<th><strong>Full Legal Name</strong> (Company name as it appears with its Federal Taxpayer Number):</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>Telephone Number:</td>
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<td>Web Address:</td>
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<tr>
<td>Email Address:</td>
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<td>DUNS Number:</td>
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**SWAM Information:**
Is the firm certified with the Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (SBSD):  □ Yes  □ No

| Minority-Owned Business: | □ Yes  □ No |
| Women-Owned Business: | □ Yes  □ No |
| Small-Owned Business: | □ Yes  □ No |

Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?  □ Yes  □ No

**Point of Contact for this Proposal:**
Name: |
Address: |
Office No. | Mobile No. | FAX No. |
Email Address: |