

UNIVERSITY OF ARKANSAS

SUBMIT BID TO: Purchasing Department
321 Administration Building
Fayetteville, AR 72701
(479) 575-2551

Request for Proposal

BU: CTED R488072
Buyer: KAREN WALLS
Bid Opening Date: 01/15/13 2:30 P.M.
Bid Description: TERM CONTRACT FOR
CAPTIONING AND
TRANSCRIPTION SERVICES

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO.
HOWEVER, VENDORS NOT RESPONDING AND/OR SUBMITTING A "NO BID" RESPONSE TO **THREE CONSECUTIVE BID INVITATIONS** FOR THE REQUESTED COMMODITY MAY BE REMOVED FROM THE UNIVERSITY'S BIDDERS LIST.

Please Print or Type

Company Name: _____ **Phone:** _____
Address: _____ **Fax:** _____

City: _____ **E-Mail:** _____
State: _____ **Web Site:** _____
Zip Code: _____ **Tax ID or SSN:** _____

THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED ENVELOPE WITH VENDOR NAME, BID NUMBER, AND BID OPENING DATE CLEARLY NOTED ON OUTSIDE OF ENVELOPE.

BIDS MAY NOT BE FAXED DIRECTLY TO UNIVERSITY IN RESPONSE TO THIS INVITATION FOR BID.

Please Note: The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time will NOT be considered.

BID WILL BE ACCEPTED EITHER SIGNED IN INK OR WITH ELECTRONIC OR FACSIMILE SIGNATURE. PLEASE ENCLOSE ONE EXTRA COPY OF SIGNED BID.

Name (Type or Print): _____ Title: _____
Signature: _____ Date: _____

STANDARD TERMS AND CONDITIONS

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. **SUBMISSION OF BIDS**
 - 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered.
3. **ACCEPTANCE OF BIDS**
 - 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
 - 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.
4. **ERROR IN BID**
 - 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.
5. **AWARD**
 - 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications or on the basis of best value.
 - 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid.
 - 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
 - 5.4 Vendors awarded contracts for commodities and/or services are encouraged to participate in our University Shopping Mall. This online catalog database is operated by a third party provider and will allow all University departments to place orders to multiple vendors online. A monthly maintenance fee, to be negotiated between each vendor and the shopping mall data base provider, is required.
6. **DELIVERY**
 - 6.1 The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
 - 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
 - 6.3 Packing memoranda shall be enclosed with each shipment.
7. **ACCEPTANCE AND REJECTION**
 - 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
8. **TAXES AND TRADE DISCOUNTS**
 - 8.1 Do not include state or local sales taxes in bid price.
 - 8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.
9. **DEFAULT**
 - 9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
 - 9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
10. **WAIVER**
 - 10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.
11. **CANCELLATION**
 - 11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

12. **ADDENDA**

- 12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three(3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 12.2 Only written addenda is part of the bid packet and should be considered.

13. **ALTERNATE BIDS**

- 13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

14. **BID OPENINGS**

- 14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

15. **DEBRIS REMOVAL**

- 15.1 All debris must be removed from the University after installation of said equipment.

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

UNIVERSITY OF ARKANSAS

SUBMIT BID TO: Purchasing Department
 321 Administration Building
 Fayetteville, AR 72701
 (479) 575-2551

Request for Proposal

BU: CTED R488072
 Buyer: KAREN WALLS
 Bid Opening Date: 01/15/13 2:30 P.M.
 Bid Description: TERM CONTRACT FOR CAPTIONING AND TRANSCRIPTION SERVICES

Please send 1 original and 5 copies on CD of your response to this bid. The extra copies are needed for bid evaluation purposes. Please do not send bid responses to different bids in the same envelopes. Thank You!

Bid the following according to minimum specifications or functional equivalent.

| Item | Description | Qty | Unit Price | Total Price |
|------|-------------|-----|------------|-------------|
|------|-------------|-----|------------|-------------|

Captioning and Transcription Services Term Contract as per attached Request for Proposal:

Bid will be awarded on an all or none basis per vendor.

Delivery will be a factor in the award of the bid.

Minimum Specifications

- | | | | |
|--|------|----------|----------|
| 1. Closed Captioning Services | 1 ea | \$ _____ | \$ _____ |
| Cost per minute up to 199 minutes | | \$ _____ | |
| Cost per minute up to 200-399 minutes | | \$ _____ | |
| Cost per minute up to 400-599 minutes | | \$ _____ | |
| Cost per minute up to 600-799 minute | | \$ _____ | |
| Cost per minute up to 800-999 minutes | | \$ _____ | |
| Cost per minute for 1000 minutes or more | | \$ _____ | |

Delivery _____ days after receipt of order.

- | | | | |
|--|------|----------|----------|
| 2. Transcribing Services | 1 ea | \$ _____ | \$ _____ |
| Cost per minute up to 199 minutes | | \$ _____ | |
| Cost per minute up to 200-399 minutes | | \$ _____ | |
| Cost per minute up to 400-599 minutes | | \$ _____ | |
| Cost per minute up to 600-799 minute | | \$ _____ | |
| Cost per minute up to 800-999 minutes | | \$ _____ | |
| Cost per minute for 1000 minutes or more | | \$ _____ | |

Delivery _____ days after receipt of order.

- | | | | |
|---|------|----------|----------|
| 3. Any and all costs to be incurred by the University of Arkansas | 1 ea | \$ _____ | \$ _____ |
|---|------|----------|----------|

FOB: Division of Continuing Education
 Credit Studies Office/CTED 306
 Two East Center
 Fayetteville, AR 72701

Total \$ _____

PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable UA procurement procedures. Bids and documents pertaining to the RFP become the property of UA and shall be open to public inspection subsequent to bid opening. **Any proprietary information must be identified and sealed separately within proposal [include with Original and any required Copies].**

Note of caution: Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary.**

General Campus Background for University of Arkansas

Established in 1871 as a land grant institution, the University of Arkansas is the only comprehensive doctoral degree granting institution in Arkansas. It is classified as a Carnegie Foundation Doctoral/Research University. The University campus includes 360 buildings on 357 acres. The University offers more than 230 undergraduate and graduate degrees in more than 150 fields of study in agricultural, food and life sciences, arts and sciences, business, education, engineering, architecture and law. As of Fall 2011, student enrollment was 23,199 (undergraduate 17,327, professional 399, graduate 3616, and non-degree 410; full-time 16,617 and part-time 2,410). The faculty count was 989, and staff count was 2863. The University is the flagship campus for the University of Arkansas System.

Ethical Standards

“It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business”

Technology Access

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to University of Arkansas, Fayetteville that the technology provided to University of Arkansas for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purpose of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the

technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the American with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

Dun and Bradstreet DUNS Number

We highly encourage all University of Arkansas contract vendors to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at:

<http://www.dnb.com/>

If available, please provide your Dun and Bradstreet DUNS Number below:

Request for Proposal (RFP)

R488072

Captioning and Transcription Services

PROPOSAL RELEASE DATE: December 21, 2012

PROPOSAL DUE DATE: January 15, 2013

PROPOSAL DUE TIME: 2:30 PM CST

**SUBMIT ALL PROPOSALS TO: University of Arkansas
Purchasing Division
Administration Building,
Room 321
1125 W. Maple Street
Fayetteville, AR 72701**

**Request For Proposal
Requisition Number R488072
Captioning and Transcription Services**

**University of Arkansas Global Campus
Opening Date: January 15, 2013**

1.0 INTRODUCTION

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas - Fayetteville, Global Campus seeks proposals from reputable qualified vendors to establish a multivendor term contract for a Captioning and Transcription Services for UA Global Campus which is supportive of the needs and requirements of the University research/education community.

The intent is to award the contract with multiple firms. There will be no guarantee of the amount of the work available during the contract period.

The University of Arkansas in Fayetteville makes every effort to offer equal educational opportunities for all students and is committed to improving the academic experience for students with disabilities. Institutional goals include reducing obstacles to student success.

The Global Campus is the portal to online, distance and professional education at the University of Arkansas in Fayetteville. Online courses increasingly use video and audio files to enhance course quality and interaction. Videos and audio files may reside on our streaming server, in a lecture capture system, or on third-party websites. Students with hearing disabilities, who are unable to listen to the audio on these recordings, will require transcripts for audio files and synchronized transcripts (captions) for video files.

<http://globalcampus.uark.edu/>

All questions should be emailed to:

Karen A. Walls CPPB, Buyer
Office of Business Affairs
321 Administration Building
University of Arkansas
Fayetteville, AR 72701

E-mail: kwalls@uark.edu

2.0 SCOPE

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, seeks proposals from reputable providers.

1. Providers offering a variety of quality transcription and close captioning.

2. Experienced, competent providers that have prior expertise with institutes of higher education of similar size.
3. Providers that guarantee at least 99% accuracy
4. Providers will deliver within five (5) business days after products are submitted.
5. Providers will offer an option for rush orders and must be processed within two (2) business days.

3.0 BACKGROUND

Founded in 1871 as a land grant institution, the University of Arkansas is the flagship of the University of Arkansas System and enrolls over 21,400 students. Located in Fayetteville in Arkansas' northwest corner, the U of A is the state's foremost partner and resource for education and economic development. The Carnegie Foundation for the Advancement of Teaching recently classified the U of A as a national research university with a very high level of research activity, based on the number of doctoral degrees awarded, research grants received and other factors. The U of A is the only Arkansas institution with such a ranking and is among just 108 institutions in the United States (out of 4,633) to have received that classification.

In the past several years, the University of Arkansas has attracted intellectual leaders in a variety of fields. Their recruitment was made possible by a gift that was, at the time, the largest donation to a public university. This \$300 million gift from the Walton Family Charitable Support Foundation, made during a capital campaign that raised \$1.046 billion, was intended to foster knowledge, scholarship and creative activity, to produce a quality of life that attracts and keeps talented people in Arkansas, and to raise the state's overall standard of living. Specifically, the fund endowed the University's Graduate School (\$100 million) and created a campus-wide undergraduate Honors College (\$200 million). This gift has significantly affected the development of the University through dozens of faculty endowments, scholarships and academic programs, substantially enriching an already nationally competitive academic environment.

The U of A also has enormous influence over Arkansans' social, cultural and recreational life, especially the widespread passion for the university's athletic teams, the Arkansas Razorbacks. The U of A's location in Northwest Arkansas is viewed as one of the university's great attributes. Fayetteville is widely recognized as one of the best college communities in the United States. The city's Dickson Street district abuts the U of A campus and features scores of restaurants, shops, and entertainment venues. Northwest Arkansas is a vibrant economic region with a national reputation for its high quality of life.

For more information about the University and its location, see <http://www.uark.edu>.

The University of Arkansas is an equal opportunity, affirmative action institution, committed to achieving diversity in its faculty, staff, and student body. All applicants are subject to public disclosure under the Arkansas Freedom of Information Act, and persons hired must have proof of legal authority to work in the United States.

4.0 **DETAILED REQUIREMENTS**

4.01 The successful vendor(s) must be able to provide transcription and close caption services that guarantee at least 99% accuracy.

4.02 Transcripts or captions must be delivered within five (5) business days after products are submitted.

4.03 An option for rush orders must be provided and must be processed within two (2) business days.

4.04 The successful vendor(s) must be able to provide the following:

- Integrate with lecture capture systems (ECHO 360, Tegrity, etc.) and allow automated captioning
- Upload files directly from video platforms (YouTube, Kaltura, etc.)
- Provide a captioning solution for YouTube videos posted by someone other than the client (must provide a captioning “wrapper” that can be used with the embed code from YouTube or provide some other viable solution.

4.05 Audio Input Formats

The successful vendor(s) must accept the following audio input formats:

- .FLV
- .F4V
- .MOV
- .MP4
- .M4B
- .MP3
- .RA
- .WAV
- .WMA
- .WMV
- .ASF

4.06 TRANSCRIPTION OF FILES

- Plain Text
- JS Transcript
- Timestamped document
- JSON Transcript

4.07 VIDEO INPUT FORMATS

The successful vendor must accept the following video input formats:

- .AVI
- .DIVX
- .FLV
- .M4V

- .MOV
- .MPG
- .MP4
- .OGG
- .QT
- .RAM
- .RM
- .SWF
- .WMA
- .WMV

4.08 CAPTION FILE FORMAT

The successful vendor(s) must provide caption files in the following formats:

- SRT
- DFXP
- CPTXML
- QT
- SMI
- STL

4.09 The successful vendor must be able to create interactive transcripts for video files, which allow users to search videos and navigate to exact locations in the video by clicking on any word.

4.10 The successful vendor will submit samples that demonstrate:

1. Integration with ECHO 360 lecture capture system (close captions).
2. YouTube close captions where the user can upload a caption file (owner of YouTube account).
3. YouTube close captions with an embedded video (where the video is owned by someone other than the user and where a caption file cannot be uploaded).

Use this video for #3 and #4

http://www.youtube.com/watch?v=qrm_i5SUq6I

4. Interactive transcript for the sample above.

5.0 **INSTRUCTIONS TO BIDDERS & CONTRACT TERMS**

All bidders are strongly encouraged to carefully review the following instructions to bidders. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

5.01 **Receipt of Proposals**

Sealed proposals must be received in the Office of Business Affairs, Administration Building Room 321 no later than **2:30 P.M. January 15, 2013** at which time all received proposals will be publicly opened.

One original and (5) copies on CD of the proposal should be provided. All five (5) bid documents copies must be submitted on a CD-ROM (labeled with the respondent's name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included on the CD-ROM or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas.

Any proposal received after the time specified for receipt of proposals will not be considered. All rejected proposals will be returned unopened. All proposals must be in writing and must be executed and **signed** by an authorized officer of the bidder.

The University reserves the right to reject any and all proposals and to waive formalities.

5.02 **Contract Length**

The required services described herein are to commence as soon as possible after date of award for one year. Thereafter, the contract may be renewed upon mutual agreement of both parties for a period of six (6) additional years not to exceed seven (7) years unless terminated sooner.

5.03 **Contract Information**

Bidders should note the following in regard to the University's contracting authority and amend any documents accordingly.

The University may not contract with another party to:

Pay any penalties or charges, which in fact are penalties for any reason.

Indemnify and defend that party for any liability and damages, however, the University may agree to hold the other party harmless from any loss or claim provided that any determination of the liability of such losses or claims shall be according to the procedures and under the jurisdiction of the Arkansas State Claims Commission.

[Upon default] pay damages, legal expenses, other costs and expenses of any other party.

Conduct litigation in a place other than Washington County, Arkansas.

Agree with any provisions of a contract, which violates the laws of the Constitution of the State of Arkansas.

5.04 **Contract Termination and Assignment**

Either party shall have the right to terminate this contract for any reason during its term, upon giving a minimum of sixty (60) days notice to the other party.

The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds and cause for immediate termination of this contract.

5.05 **Formation of the Agreement/Contract**

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Contractor:

- A. Accept a proposal as written by issuing a written notice to the selected Contractor, which refers to the Request For Proposal and accept the proposal submitted in response to it.
- B. Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder should include in its 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.

The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

5.06 **Provisions Deemed Included in the Proposal**

Unless a Bidder specifically provides otherwise, in its written proposal, the proposal received by the University in response to this Request for Proposal shall automatically be deemed to include the firm's agreement to the following provisions:

The proposal constitutes an offer from the Bidder which shall remain open and irrevocable for a period of ninety (90) days from the deadline for submitting proposals; and

The Bidder consents to the University contacting and obtaining any information relevant to this Request for Proposal from the references identified by the Bidder in its proposal or others.

5.07 **Award**

The University reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of

the Bidders. Contract will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University, best meets the overall goals and financial objectives of the University.

5.08 Cost for Proposal Preparation and Campus Visits

The University will not reimburse Bidders costs incurred in the preparation and submission of proposals, nor will the University reimburse Bidders for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

5.09 Telegraphic Proposals

Telegraphic, email or FAX proposals will not be considered. However, written proposals may be modified by such means, provided the notice of modification is received prior to the opening date and hour specified, and a signed written confirmation of the modification is received by the University within 48 working hours of receipt of the telegraphic modification.

5.10 Acknowledgment of Addenda

Bidders should acknowledge receipt of addenda by letter, email or FAX within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.

5.11 Additional Information

Bidders are cautioned that the University is not obligated to ask for or accept after the opening date, data that is essential for a complete and thorough evaluation of the proposal. The University may award a Contract based upon initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms as possible.

5.12 Proprietary Information

After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, the extent permitted by law, remain confidential provided such material is clearly so marked by the Bidder prior to submission of the RFP. However, financial proposal information may not be confidential.

5.13 Force Majeure

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

5.14 Audit

The vendor shall retain all books, records and other documents relative to this contract for five (5) years after final payment or until audited by the State of Arkansas, whichever is sooner. The University of Arkansas, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

6.0 CONTRACTOR OPERATING REQUIREMENTS & OBLIGATIONS

6.01 Standard of Performance

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued instances of poor performance will be deemed a breach of the specifications of this RFP and shall be grounds and cause for immediate termination of this contract. A review meeting will be called between the University and the Contractor when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be developed and implemented. The University retains the right to assess whether and when performance is subsequently acceptable.

6.02 Indemnification & Insurance

The Contractor shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

The Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Commercial General Liability, with no less than \$1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty- (30) days prior written notice to the University of Arkansas.

6.03 Examination of Records

The Contractor agrees that the University or any of its duly authorized representatives shall at any time during the term of this contract have access to, and the right to audit and examine, any pertinent records of Contractor related to this Contract.

6.04 Permits & Licenses

The Contractor will obtain and maintain, at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

6.05 **Quality of Services**

It is the intention of the University that this service is of the highest quality attainable. The Contractor shall consistently maintain a superior record of conformance with all state and local regulations.

6.06 **Code Compliance**

Contractor will abide by all State and Federal laws, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations at the University.

6.07 **Taxes**

The Contractor will be responsible for collection and payment of all required taxes (local, state, federal) relating to its agreement with the University.

7.0 **PROPOSAL FORMAT**

7.01 **Proposal Format and Content**

1. Describe your unique qualifications and experience (see the first evaluation criteria item).
2. Provide references directly relevant to the scope of this project (see Section 9.0).
3. Describe current and projected workload and work capacity (see the third evaluation criteria item).
4. Describe work elements and how they will be performed.
5. Provide a project schedule showing allocation of effort and estimated completion date.
6. Provide a summary of all project costs with not-to-exceed budgets for reimbursable expenses such as travel, communications, supplies, etc.
7. Provide a projection of revenue income.

7.02 **Organization**

Bidder is to describe the organizational line of authority for management personnel from the local to the highest corporate level.

7.03 **Support Staff & Personnel**

The Contractor shall provide all personnel, labor and administrative and financial support as needed to meet the requirements of the services requested herein. Bidder is to describe the support staff available to support local personnel, their qualifications, geographic location, and types of support to be provided and under what conditions.

7.04 **References**

A minimum of three (3) references must be provided, including the organization's name, address, a contact person, telephone number and email address. References are to be parties who can attest to the qualifications relevant to providing services requested. See page 17.

8.0 **PROPOSAL EVALUATION**

For those proposals deemed responsive as determined by the University, evaluation will be based on, but not limited to, the following criteria:

1. Responses to the RFP, including the articulation of various services offered and their respective costs.
2. The firm's experience and success in the administration of similar projects, with customer references.
3. The qualification and experience of individuals to be assigned to the search project.
4. The cost to the University of Arkansas.
5. The availability of the firm to assist the University's Global Campus Department.

8.01 **Evaluation Criteria**

In general, all proposals will be evaluated as to their ability to provide the requested services and financial objectives of the University. Specifically, the University will review all accepted proposals with particular emphasis on the following:

1. Accuracy – Guarantee 99% accuracy – 20 pts. Max.

2. Cost – 20 pts.
Video Captioning
Transcription

3. Turnaround Time – 20 pts.

Standard:

4 Business Days or Less

5 Business Days or Less

More than 5 Business Days

Rush:

1 Business day

2 Business days

More than 2 Business days

4. Integration and Platforms – 20 pts

Integrates with ECHO 360 lecture capture and allow automated captioning?

Provides an embedded widget or wrapper to display closed caption on a webpage for YouTube videos owned by a third party.

Allows the upload of files directly from video platforms (YouTube, Kaltura, etc.)

5. File Formats – 20 pts.

Total highest points available 100 points.

Respondents will be ranked and the highest ranked bidder will be awarded the Captioning and Transcribing Services Term Contract.

9.0 REFERENCES

Bidders shall submit three recent customer references of companies for whom you have provided Captioning and Transcribing Services:

1. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____
Contact Email Address _____

2. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____
Contact Email Address _____

3. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____
Contact Email Address _____



Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, Request for Proposal or Qualification, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas, Fayetteville Procurement Department, will maintain a database of policies or written responses received from all bidders.

Note: This is a mandatory requirement when submitting an offer as described above.

Please complete and return this form with your bid response.

Should you have any questions regarding this requirement, please contact this office by calling (479) 575-2551.

Sincerely,

Linda Fast

Linda Fast, CPPO, CPPB, APO
Manager of Procurement Services
University of Arkansas
Fayetteville, AR

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached

EO Policy previously submitted to UA Purchasing Department

EO Policy is not available from business or person

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

PROCUREMENT DEPARTMENT
1125 W. Maple ADMIN 321
Fayetteville, AR 72701
Tel: 479-575-2551
Fax: 479-575-4158

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the total dollar value of the contract is \$25,000 or greater must **certify**, prior to the award of the contract, that they do not employ or contract with any illegal immigrants.

For purposes of this requirement, “*Illegal immigrants*” means any person not a citizen of the United States who has:

- (A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- (B) Legally entered but without the right to be employed in the United States; or
- (C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company.

Bidders shall certify online at http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

Click on: “Procurement” on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: “Vendor” Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: “Vendor Submit Disclosure Form” to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. ***NOTE*** Bid Number field is applicable if known.

REQUIRED: Print Screenshot and include with your proposal and/or contract.

If you have any questions, please call the UA Procurement Department at 479-575-2551.

Thank you.

Linda K. Fast

Linda K. Fast, CPPO, CPPB, APO
Manager of Procurement Services
University of Arkansas

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant
or do not employ or contract with any illegal immigrants.

Date of certification: _____

_____ We cannot so certify at this time, and we understand that
a contract cannot be awarded until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(Printed or typed)

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

| Position Held | Mark (√) | | Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small> | For How Long? | | What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small> | |
|----------------------------------|--------------------------|--------------------------|---|---------------|-------------|--|----------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Relation |
| General Assembly | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| Constitutional Officer | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| State Employee | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |

None of the above applies

FOR A VENDOR (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held | Mark (√) | | Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small> | For How Long? | | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | | |
|----------------------------------|--------------------------|--------------------------|--|---------------|-------------|--|------------------------|---------------------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Ownership Interest (%) | Position of Control |
| General Assembly | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| Constitutional Officer | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| State Employee | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |

None of the above applies

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Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____
Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____

Rev. 08/20/07