

**REQUEST FOR PROPOSALS  
CLOSED CAPTIONING SERVICES  
FOR  
NEW HANOVER COUNTY GOVERNMENT**

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**WOODY WHITE, CHAIRMAN  
BETH DAWSON, VICE-CHAIRMAN  
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BRIAN BERGER  
THOMAS WOLFE  
CHRIS COUDRIET, COUNTY MANAGER**

**NEW HANOVER COUNTY  
REQUEST FOR PROPOSALS  
CLOSED CAPTIONING SERVICES  
FOR**

**NEW HANOVER COUNTY GOVERNMENT**

Sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**CLOSED CAPTIONING SERVICES**” will be accepted until **5:00 P.M. EST, NOVEMBER 20, 2013.**

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

New Hanover County reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Lena Butler, Purchasing Supervisor

New Hanover County

(910) 798-7190

Released:      Monday, November 4, 2013

## Section 2 Instructions and General Conditions

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### 2.1 Schedule

<b>ACTION</b>	<b>DATE</b>
Release of RFP	Monday, November 4, 2013
Deadline for Questions	Tuesday, November 12, 2013 by 5:00 PM EST
Deadline for Proposals	Wednesday, November 20, 2013 by 5:00 PM EST

### 2.2 Preparation of Proposal

2.2.1 **Completion of Bid Proposal Form:** Bidders are instructed to submit the original and two (2) copies of the proposal. Changes or corrections made in the proposal must be initialed by the individual signing the proposal. **PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

2.2.2 **Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

### 2.3 Submission of Bid Proposal

Submit one (1) original and two (2) copies of the proposal with attachments in a sealed envelope properly marked “**CLOSED CAPTIONING SERVICES**” and address to:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

2.3.1 Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be answered through the issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, Tuesday, November 12, 2013.**

**2.3.2** There may be one or more addenda issued in response to this solicitation. If your company desires to receive copies or notices of any such addenda directly, you must provide your contact information to Lena Butler, Purchasing Supervisor, via fax at 910-798-7806 or e-mail lbutler@nhcgov.com.

## **2.4 Cost of Preparation of Response**

Costs incurred by prospective Bidders in the preparation of the response to this Request for Proposals are the responsibility of the responding Proposers and will not be reimbursed by the County.

## **2.5 Execution of Agreement**

The successful Proposer will be required to enter into a formal agreement with the County. The Proposer to whom the Contract is awarded shall after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement along with all other documents that may be requested. The County will route the agreement for the appropriate signatures and a fully executed copy of the agreement will be returned to the successful proposer.

## **2.6 Trade Secret Confidentiality**

All bid proposals received are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Proposer while attempting to maximize the availability of information to the public.

## **2.7 Time for Opening Bids**

There will be no formal opening of these proposals. Any proposal received after the scheduled closing time for the receipt of proposals will not be accepted.

## **2.8 Withdrawal of Proposals**

Proposers may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

## **2.10 Equal Opportunity**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national

origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

## **2.11 Indemnity**

Successful Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Contractor, his agents, employees and subcontractors.

## **2.12 Insurance**

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

## **2.13 Minimum Scope and Limits of Insurance**

### **2.13.1 Commercial General Liability (CGL)**

- 2.13.1.1 Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
- 2.13.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed

operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.13.1.3 County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20-10 and CG 20-37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the contractor, premises owned, leased or used by the contractor, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.
- 2.13.1.4 The statutes of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.
- 2.13.1.5 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of Coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
- 2.13.1.6 The Contractors CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

## **2.13.2 Workers Compensation and Employers Liability Insurance.**

- 2.13.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

2.13.2.2 The Employer's Liability; and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

2.13.2.3 The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by the Contractor for County.

### **2.13.3 Business Auto Liability.**

2.13.3.1 Contractor shall maintain Business Auto Liability; and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

2.13.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

2.13.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

### **2.13.4 Deductibles and Self-Insured Retentions**

2.13.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officer, officials, agents, or employees or the Contractor shall procure a bond guaranteeing payment of deductibles of self-insured retentions.

2.13.4.2 The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

### **2.13.5 Miscellaneous Insurance Provisions**

2.13.5.1 The policies are to contain or be endorsed to contain the following provisions:

2.13.5.2 Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to County, its officers, officials, and employees.

2.13.5.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to County, 230 Government Center Drive, Suite 128, Wilmington, NC 28403.

2.13.5.4 If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **2.13.6 Acceptability of Insurers**

2.13.6.1 Insurance is to be placed with Insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

## **2.13.7 Evidence of Insurance**

2.13.7.1 The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2.13.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

2.13.7.3 With respect to insurance maintained after final payment in compliance with requirement, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

## **2.13.8 Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificate for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## 2.13.9

### Conditions

2.13.9.1 The insurance required for this contract must be on the forms acceptable to County.

2.13.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and/or Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

2.13.9.3 The Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by the Contractor without prior written approval of County.

2.13.9.4 The Contractor shall promptly notify the Property Management Department and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

2.13.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

2.13.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.13.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

2.13.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense.

2.13.9.9 The Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

2.13.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

## **2.14 Addendum**

The proposal package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers who are listed with the Finance Office and posted on the County's website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>, call Lena Butler at (910) 798-7190 or email [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) to check for the issuance of any addenda before submitting your bid proposal.

## **2.15 Compliance With Bid Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

## **2.16 Successful Proposer**

The successful bidder who is not currently set up as a vendor in County's vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County's vendor database.

## **2.17 E-Verify**

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

## **2.18 Minority Participation**

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at [www.doa.nc.gov/hub](http://www.doa.nc.gov/hub).

## **2.19 Right To Reject Bids**

New Hanover County reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the County.

## **Section 3      Purpose**

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### **Purpose of Solicitation**

New Hanover County Television is requesting proposals for real-time Closed Captioning Services for Government Access Television. The proposal must include all hardware and software required to provide this service to hearing impaired viewers, as well as transcription of live meeting broadcasts.

Real-time closed captioning of all meetings of the five-member Board of County Commissioners and seven-member Planning Board is requested. The Board of Commissioners conducts 24 meetings per year. The Planning Board conducts 12 meetings per year. The length of each meeting varies but generally will last 2 to 5 hours each for a total of 72-180 hours per year.

New Hanover County Television is a Government Access Channel, located on two cable systems. All meetings are also streamed live through our website. The station operates two separate control room facilities and a portable Tricaster unit. All of these sources feed to a single head-end for signal output via a Leightonix Nexus digital video system server/controller. Closed Captioning equipment will need to be capable of providing services for meetings originating in either of the control rooms or on-location.

## **Section 4      Proposed Plan and Evaluation Criteria**

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Submit your proposal with the following information:

### **A. Cover Sheet**

The Proposal must include a properly completed and signed Cover Sheet.

### **B. Overview**

The overview should demonstrate the Proposer's overall qualifications to fulfill the requirements of this RFP, including experience in closed captioning services for various entities.

### **C. Implementation Approach**

Provide steps and actions you will take to accomplish the tasks described in this RFP. Proposers should describe in detail the methods used to provide closed captioning services and provide the timeframe for providing the final product.

### **D. Key Personnel Qualifications**

Identify Key Personnel and provide their qualifications and experience related to the requested services. Response should address the following:

- Names of Key Person(s) who will be performing the work and their responsibilities;
- Qualifications of Key Person(s) who will be performing the work;
- Extent of Key Person(s) involvement on this project;
- Short description of experiences on similar or related projects.

### **E. Pricing Information**

Proposers should provide an hourly rate (all inclusive) to provide the services as described in this RFP as well as the cost of any equipment. Pricing information included with the proposal must breakdown into specific elements that are clearly defined in the services and/or equipment being proposed.

### **F. Customer References**

Provide at least 3 previous customers of similar size which you have performed similar tasks within the last five (5) years. Clients who are County and Local Government would be a plus.

**Section 5 Evaluation of Proposals**

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- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, New Hanover County reserves the right to negotiate with the next highest ranked firms.
  
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Implementation Approach	20
Project Staffing Experience	
1. Staffing	20
2. Experience	20
Cost	30
References	<u>10</u>
	100%