



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Transcription Services

Date:	June 14, 2016
Proposals Due On:	June 27, 2016 9:00 am
Return Proposals To:	Kennebec Valley Community College Attn: Robin Weeks Project Coordinator 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207) 453-5818
Email:	rweeks@kvcc.me.edu



Competitive Bid Request for Proposal: Transcription Services

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals to obtain transcription services from qualified and experienced providers to transcribe video lectures for purpose of video captioning. This transcription service is needed to assist KVCC in its efforts to comply with the Trade Adjustment Assistance Community College and Career Training (TAACCCTIII) grant mandate that online video lectures be in compliance with the American Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. A qualified provider will be selected through a competitive, quality-based, fair, and open process at the sole discretion of KVCC.

KVCC invites qualified providers to submit a proposal that meets the requirements of this solicitation. This solicitation shall be conducted in accordance with KVCC’s Procurement Policies and Procedures. A detailed explanation of the scope and specifications is contained in **Section 3.0, Scope and Specifications**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 7.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Please refer to Enclosure 1: **Standard Terms and Conditions Applicable to All MCCC Contracts**.

2.0 Schedule

Proposal Due On:	27 June, 2016 9:00 am
Review of Proposals:	27 June, 2016
Notification of Award:	on or before, 1 July, 2016

The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.

The right is reserved, as the interest of the college may require, to revise or amend the specifications or drawings or both prior to the date set for opening of the proposal, such revisions

and amendments, if any, will be announced by an addendum to the proposal. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.

The College's obligation and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

3.0 Scope & Specifications

3.1 Background

Kennebec Valley Community College (KVCC) is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo, and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine is reached by taking Exit 132 off Interstate 95. The new 600-acre Harold Alfond Campus is located seven miles north of the Fairfield Campus on U.S. Route 201 in Hinckley, Maine. The College is a public, non-profit, post-secondary institution which has strived to meet the education needs of mid-Maine residents for over forty-three years.

KVCC's mission is to prepare students to achieve their educational, professional, and personal goals in a supportive environment through shared values of responsibility, integrity, and respect. KVCC provides high-quality education ensuring that our graduates acquire the skills necessary to secure a satisfying profession, engage successfully in further study, or simply find joy in learning. With 38 degree and certificate programs, Kennebec Valley offers a dynamic education relevant to all aspects of Maine's labor market, with a consistently high job-placement rate and clear pathways for transfer to four-year institutions. The Aspen Institute has ranked KVCC among the top 120 community colleges in the United States three years in a row.

3.2 Scope

The scope of services set forth in this RFP represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services will be incorporated into the Professional Services Agreement shall be negotiated between the College and the successful Proposer.

Project Objectives. The project objective is to transcribe video lectures into a file format that can be incorporated into captions on video lectures to comply with the Trade Adjustment Assistance Community College and Career Training (TAACCCTIII) grant mandate that online video lectures be in compliance with the American Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA.

Accuracy and Quality:

The contractor must be a trained professional transcriptionist who can generate transcripts with a high level of accuracy. The contractor should expect the volume of transcription to be a minimum of 36,000 minutes total or 120 minutes per video lecture. The contractor will provide transcription requests per video lecture within a reasonable turnaround time.

Transcripts must be word-for-word representations of the audio presented in the video lecture. The contractor must provide transcripts for audio/video recordings with an accuracy rating between 90-98%. If the transcriptionist discovers the audio recording is going to be less than excellent (within the first two (2) minutes or at any point in the recording which may be due to poor quality audio, heavy accent, unfamiliar jargon, etc.) the contractor will immediately notify the Project Coordinator or Principle Investigator before continuing with the job.

A description of the method used to determine accuracy ratings shall be included in the Transcription Services proposal.

All text must be produced in American English spelling.

KVCC desires a secure we-based system for managing media and uploading and retrieving media files, monitoring status of requests, editing transcripts, processing, and being able to convert file formats, if needed.

Output Files:

The contractor must have the capability to provide transcripts in Microsoft Word 2010 (.docx) which is highly desirable. ASCII text will also be accepted but is less desirable. A notification will be issued to the Project Coordinator or the Principal Investigator to advise them when the transcripts are completed and ready for retrieval from the contractor's secure website or other method.

3.3 Payment to Contractors

The successful bidder shall be paid in four installments.

- Payment #1 Start of project - 15% of contract
- Payment #2 Agreed upon point of completion - 20% of contract
- Payment #3 Agreed upon point of completion - 20% of contract
- Payment #4 Completion of project - remaining 45% of contract

The contractor shall render an invoice to the Project Coordinator upon each payment installment. Each invoice shall include in detail, dates, hours worked with labor rates, and detail of work performed for payment installments #2 - #4.

4.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

1. Evaluation Method

- a. The College will appoint an evaluation team to evaluate proposals, and to recommend award of a contract with the Proposer, which meets the best interests of the College. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.
 - b. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
2. Upon completion of the evaluation of all proposals, the evaluation team may recommend award to the Proposer with the highest score, or request additional information from the top two Proposers to best determine the proposal that is in the best interest of the College.

3. Statement of Qualification

To insure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

5.0 Examination of Specifications and Schedule

Each bidder or his authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

6.0 Agreement/Contract

The term of the contract shall be approximately four (4) months. Actual dates will be dependent upon grant submission deadlines. The College may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid reasonable costs on work that has been performed to the time of termination. The Contractor shall promptly submit an invoice of its termination claim for payment. If the Contractor has any property in its possession belonging to the College, the Contractor will dispose of it in the manner the College directs.

Before commencing work under the Services Agreement, the successful Proposer shall produce evidence satisfactory to the College that it has appropriate professional liability insurance coverage.

7.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Robin Weeks, Project Coordinator
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
or via email rweeks@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

8.0 Preparation of Bids

KVCC seeks a Proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

To ensure all proposals are fairly evaluated, scored and ranked, it is very important that the RFP responses are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

1. Basic Submittal Information and forms

- A. **Letter of Intent:** This letter will summarize in a brief concise manner, the proposer understands the scope of work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
- B. **Proposer Certification form** – Enclosure 2: **Proposal Certification**
- C. **Contractor's Qualification Statement** – Enclosure 3: **Contractor's Qualification Statement**
- D. **Corporate Information, (if applicable):** If proposer is a corporation, provide a copy of the certification from the State Secretary verifying proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Maine.

2. Organization, Experience & Staff qualifications

- A. **Organization Credentials:** Provide a description of proposers experience which qualifies you to provide the services identified in Proposal Specifications section.
- B. **Staff Credentials:** List experience of each staff within the firm who will be assigned to this project. Include current job description, resume, education/college degrees, licenses, and professional certifications. Designate number of years with the company and if all experience is while employed by the proposer's firm.
- C. **Current References:** The Proposer will provide a listing of, at minimum, three (3) references that are consistent with the requirements and the scope set forth in this RFP. The listing shall include name of client, the name of the contact person, address, email, and telephone number and a brief explanation of the services that were provided.

3. Fee Structure

Provide a per hour fee for the total cost of services requested. The proposal fee should be an hourly rate up to a maximum amount. The maximum amount shall include everything necessary for the execution and completion of the Agreement.

The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.

9.0 Submission of Bid

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than 27 June, 2016 by 9:00 a.m.**

All proposals are to be clearly marked "Transcriptionist RFP" and submitted to:

Kennebec Valley Community College
Attn: Robin Weeks, Project Coordinator
92 Western Avenue
Fairfield, Maine 04937

Proposals may also be e-mailed to rweeks@kvcc.me.edu.

10.0 Withdrawal of Bids

All proposals must be valid for at least ten (10) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension. KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facilities.

11.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

Dated: 14 June, 2016

By:

Robin Weeks, Project Coordinator
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
(207) 453-5818
Email: rweeks@kvcc.me.edu

Enclosure (s):

1. Standard Terms and Conditions Applicable to All MCCS Contracts
2. Proposal Certification
3. Contractor's Qualification Statement

14 June, 2016
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Enclosure 1

**NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS**

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

KVCC DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to KVCC policies of insurance;
6. Pay attorneys' fees or costs for any other entity;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply;
and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.

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Enclosure 2

PROPOSAL CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

State of Incorporation _____

Tax ID Number _____

Email _____

Date _____

Kennebec Valley Community College
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Enclosure 3

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted by: Name: _____ () Corporation

Address: _____ () Partnership

Principal Office: _____ () Individual

(Note: Attach separate sheets as required.) () Joint Venture

() Other

1. How many years has your organization provided the requested services?

2. How many years under the present business name?

3. If applicable:

Former business name: _____ # Years: _____

4. Corporations, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Regional Manager: _____

District Manager: _____

5. Partnerships, answer the following:

Date of organization: _____

Type of partnership: _____

Names and addresses of partners (if applicable):

1). _____

2). _____

3). _____

5. If other than a corporation or partnership, describe organization and name principals: _____

1). _____

2). _____

3). _____

6. Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this: _____

1). _____

2). _____

3). _____

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Yes _____ No _____

If yes, state circumstances: _____

8. Worker's Compensation insurance policy number: _____

Name of company: _____ Policy amount: _____

9. Comprehensive General Liability policy number: _____

Name of company: _____ Policy amount: _____

(\$500,000 combined single limit minimum)

Kennebec Valley Community College, will be named additional insured for General

Liability coverage if our firm is awarded the bid? Yes _____ No _____

(A "No" answer will disqualify your bid.)

10. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

Date: _____

Name of Company: _____

By: _____

(Authorized Signature)

Title: _____