

June 11, 2018

## INVITATION FOR BID

### SCDDRT18A Real Time Captioning Services Notice to Prospective Bidders

You are invited to review and respond to this Invitation for Bid (IFB), SCDDRT18A, Real Time Captioning Services for the State Council on Developmental Disabilities (SCDD). In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the State Council on Developmental Disabilities, this IFB is complete and without need of explanation. However, questions regarding this IFB must be submitted in writing, via email to the Contract Analyst listed below by June 20, 2018. Answers to all questions will be posted on the State Council on Developmental Disabilities website [www.scdd.ca.gov](http://www.scdd.ca.gov) on June 25, 2018. A complete application, including all the required documentation must be received prior to 2:00 p.m. on July 6, 2018. Any bid received after 2:00 p.m. on July 6, 2018 will be returned to the applicant and will not proceed through the evaluation process. If you should need any clarifying information, the contact person for this IFB is:

State Council on Developmental Disabilities  
Kristie Allensworth, Contract Analyst  
1507 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811  
Kristie.Allensworth@scdd.ca.gov

Please note that no **verbal** information given will be binding upon the State unless such information is issued in writing as an official addendum.

**A) Purpose and Description of Services**

The Contractor will provide certified Real Time Captioning Service on an as-needed basis pursuant to the requirements of this IFB to meet the needs of the Council Members at various statewide locations. See Exhibit A.1, "Scope of Work" for a detailed description of services.

The anticipated budget is approximately \$25,000 per year.

**B) Bidder Minimum Qualifications**

**1) License(s) and Permit(s) Required at Bid Opening**

The Contractor shall be an individual or firm licensed to conduct business in California and shall obtain, at his or her own expense, licenses and permits required by law for accomplishing any work required in connection with this Contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is required. All businesses based in unincorporated areas are required to submit signed proof of "exempted" business license status from the city or county, if applicable. Note: If you are a corporation located within the State of California, the Contractor shall submit a copy of the incorporation document or a letter from the Secretary of States Office.

If you are a Contractor located outside the State of California, you will need to submit a copy of your business license or incorporation documents from your respective State showing that your company is in good standing.

**C) Bid Requirements and Information:**

**1) Key Action Dates**

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	June 11, 2018
Final Date for Bid Submission	July 6, 2018
Bid Opening	July 6, 2018 at 2:00 p.m.
Notice of Intent to Award	July 10, 2018
Protest Period	July 10-17, 2018
Award Date	July 18, 2018
Contract Period*	July 30, 2018 – June 30, 2019

*\*Pending successful protest period*

The term of this Agreement is for eleven (11) months with the SCDD's option to renew for one (1) additional year under the same terms and conditions.

If this Contract is awarded, it will be to the lowest responsive and responsible bidder. The SCDD reserves the right to reject all bids.

**2) Submission of Bid**

All bids must be submitted under sealed cover and sent to the State Council on Developmental Disabilities by US Postal Service Deliveries or Hand Delivered (i.e. UPS, Express Mail, or Federal Express) by dates and times shown in the Bid Requirements and Information listed above. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**IFB # SCDDRT18A**  
Real Time Captioning Services

State Council on Developmental Disabilities  
Kristie Allensworth, Contract Analyst  
1507 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811

**\*\*\*\*\*DO NOT OPEN\*\*\*\*\***

- a) Bids not submitted under sealed cover will be rejected.
- b) All bids shall include the documents identified in the Required Attachment Check List. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All compensation and other costs including, but not limited to, travel costs must be listed on the cost sheet.
- d) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency, the SCDD, may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

### 3) **Evaluation and Selection**

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award, if made, will be to the lowest responsive responsible bidder based on all budget costs.

### 4) **Award and Protest**

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the awarding agency on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131.

This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

#### **5) Disposition of Bids**

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

#### **6) Agreement Execution and Performance**

- a) Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

**EXHIBIT A, Attachment 1  
(Standard Agreement - Personal Services)**

**REAL TIME CAPTIONING**

**SCOPE OF WORK**

**A) Type of Service:**

The Contractor will provide certified on-site Real Time Captioning Services delivered to various locations throughout the state related to meetings, trainings, or committee meetings of the State Council on Developmental Disabilities (SCDD), such as: Council meetings, six (6) times per year; Statewide Self-Determination Advisory Committee meetings, at least two (2) times per year; and Statewide Self-Advocacy Network meetings, four (4) times per year. Additional meetings may be required.

Real Time Captioning Services will be provided in person at the meeting site. With prior approval of the SCDD, in very limited circumstances, such services may be delivered from a remote location to the meeting site under this Invitation for Bid and any resulting contract if there are extenuating circumstances as determined by the SCDD. Captioning services delivered from a remote location to the meeting site are referred to herein as “Remote Captioning Services.”

Please visit <https://scdd.ca.gov/> for information and meeting dates to the Council and committee meetings listed above. All meeting dates are subject to change.

**B) Locations:**

Real Time Captioning Services will be provided primarily in Sacramento. However, captioning services may be required statewide.

**C) Service Hours:**

Monday through Friday, 8:00 a.m. to 6:00 p.m., holidays excluded unless otherwise stated in the Real Time Captioning Services IFB.

**D) Contractor Responsibilities:**

Contractor is responsible for providing any necessary computer hardware, computer software, contractor internet access and connections, and any other necessary equipment or items needed to perform Real Time Captioning Services and/or, with prior SCDD approval, Remote Captioning Services for each meeting, conference, and/or training.

1. Contractor will provide Real Time Captioning Services and/or, with prior SCDD approval, Remote Captioning Services for each meeting, conference, and/or training as requested by the SCDD. Contractor will deliver captioning to meeting participants and audience as the meeting takes place.
2. Contractor will prepare captioning notes during each meeting, conference, and/or training.
3. Contractor will provide the captioning notes electronically from each meeting, conference and/or training within 48 hours of the meeting/conference/training adjourning to the contract representative.
4. Contractor will provide the same qualified certified level of backup personnel, in the event the Contractor is unable to provide services on the scheduled dates.
5. Contractor must have a minimum of three years of experience performing live captioning services.

**E) Special Provisions:**

**1. Standard Notification/Confirmation of Requests:**

- a. SCDD shall provide the Contractor a standard notification request of at least 3-10 working days (Monday through Friday – weekends not included).

**2. Compensation to the Contractor:**

- a. SCDD will only pay per written approved SCDD assigned starting and ending times unless otherwise noted. Hourly minimums will not be considered for this contract.
- b. Airfare, motel, mileage, parking, and toll fees will be reimbursed at California Department of Transportation allowable rates with original receipts and in accordance with all State of California travel reimbursement rules. California Department of Transportation allowable rates can be viewed at:  
<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>.
- c. **Travel costs must be included in the bid.**
- d. **Travel time and per diem will not be reimbursed.** Any bids that include proposed costs for travel time or per diem will not be accepted.



### **3. Standard Notification of Cancellations/Billing Rate:**

- a. The Contractor shall not bill for cancellation of services if SCDD notifies the Contractor at least forty-eight (48) hours (Monday through Friday – weekends not included) prior to the assignment date.
- b. The Contractor may bill up to a two (2) hour minimum or 50% of the assigned hours (whichever is greater) if the SCDD cancellation notice of services **is less** than forty eight (48) hours prior to the assignment date. If assignment is multi-day assignment the 50% minimum would only be allowable on the first day, proceeding days shall not be considered for payment as they will have already met the forty-eight (48) hour cancellation requirement.

### **4. No Shows:**

- a. If the Contractor does not report for scheduled services without notification as required elsewhere or is otherwise a “no-show”, and no suitable substitute working replacement is provided by the Contractor before the scheduled start time, SCDD will not pay for the scheduled time. A “no-show” by either the contractor or a working replacement is a failure to perform the duties as specified in the contract. If a “no-show” occurs, SCDD may cancel the contract for lack of performance.

### **F) Payment:**

- a. Standard rate will be paid for services Monday through Friday, 8:00 a.m. to 6:00 p.m.
- b. Overtime rate will be paid for services after 6:00 p.m. or before 8:00 a.m. and weekends.
- c. Emergency rate will be paid for service requests with less than twelve (12) hours’ notice.

### **G) Confidentiality:**

- a. Contractor will not disclose verbally or in writing, or otherwise publish or disseminate, confidential SCDD information to any person not authorized to receive the confidential information.
- b. Contractor will ensure that any individual performing services under this Invitation for Bid or any resulting contract will comply with the confidentiality requirements noted in subsection (a) above and sign a confidentiality agreement promising not to disclose confidential information.
- c. Contractor will review and follow instructions from the SCDD for captioning and delivering to the SCDD confidential information.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Bidder References
_____ Attachment 5	Payee Data Record (STD 204)
_____ Attachment 6	Contractor Certification Clauses (CCC) The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a> .
_____ Attachment 7	Target Area Contract Preference Act (TACPA) *
_____ Attachment 8	Enterprise Zone Act (EZA) *
_____ Attachment 9	Local Agency Military Base Recovery Area (LAMBRA) Act*

\*If applicable

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.
  
- B. All required attachments are included with this certification sheet.
  
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

*An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection*

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

COST SHEET

(Use this page to address specific costs, cost/price limitations and/or payment related terms. This attachment should be used to collect the bidder's cost information (i.e., unit rates, lump sum fees or total costs.)

The estimated \_\_\_\_\_ (i.e. pounds, hours, pieces) indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement.

Billing cycle:

Monthly

**Note:** All services performed are paid in arrears according to billing cycle indicated above.

ATTACHMENT 4

**BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			