

**REQUEST FOR APPLICATIONS (RFA) #30-DSDHH-95061-17  
CAPTIONING SERVICES**

RFA Posted On	January 3, 2018		
Open Application Period	January 3, 2018 through January 2, 2019. This RFA period may be extended for two (2) additional years in one (1) year increments.		
Services	Captioning Services		
Issuing Agency	Department of Health and Human Services Division of Services for the Deaf and the Hard of Hearing		
Mail Applications and Inquiries To	David Litman Contract Administrator 2301 Mail Service Center Raleigh, NC 27699-2301	Phone (Voice and Videophone)	(919) 299-6668
		Fax	(919) 715-0926
		Email	David.litman@dhhs.nc.gov

**THIS REQUEST FOR APPLICATIONS (RFA)** advertises the Division's need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as of the date specified below.

**THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT:** (1) He or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) The Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; and, (3) This Application shall be valid for 60 days after the end of the application period in which it is submitted.

**To Be Completed By Contractor:**

Contractor Name:	E-Mail Address:	
Contractor's Street Address:	P.O. Box:	P.O. Box ZIP:
City, State & Street Address Zip:	Telephone Number:	
Name & Title Of Person Signing:	Fax Number:	
Signature:	Date:	

**Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed**

<p><b>NOTICE OF AWARD/FOR DSDHH USE ONLY:</b> Application accepted and contract awarded on the _____ day of _____, 20 ____.</p> <p>By: _____</p> <p align="center">Signature of Authorized Representative      Printed Name of Authorized Representative      Title of Authorized Representative</p>
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**IMPORTANT INFORMATION – Both Agency Vendors and Individuals may present an application to become a Contractor to provide the described services. Efforts are made in some locations throughout the document to characterize differences; however, there may be instances where Agency Vendors and Individuals are simply defined as Vendors. An Agency Vendor must present information with its application that describes all the individuals it may assign if a request for services is received. Individuals that present an application will only have a responsibility to present information that describes the applying applicant.**

**Individuals that are contracted by agencies and contemplate applying to be a contractor for DSDHH should review their agency contract to ensure that they are not bound by a non-compete agreement with the agency.**

## **SECTION 1.0 INTRODUCTION**

This Request for Applications (RFA) advertises the North Carolina Department of Health and Human Services (DHHS), Division of Services for the Deaf and the Hard of Hearing's (DSDHH), need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, and conditions specified herein. All applications received shall be treated as offers to enter into an agreement.

Applications are accepted on an on-going basis, throughout the agreement period, subject to the conditions described in the application process. Vendors whose applications are submitted must wait to receive a confirmation letter of acceptance from the Contract Administrator before providing any service. The confirmation letter will indicate the effective date work may begin.

Written questions concerning the specifications in this Request for Application are to be forwarded via email to David Litman, Contract Administrator, at [david.litman@dhhs.nc.gov](mailto:david.litman@dhhs.nc.gov). A summary of all questions and answers in the form of an addendum will be mailed or e-mailed in response.

## **SECTION 2.0 PURPOSE**

The purpose of this Request for Application (RFA) is the creation of an on-going list of qualified individuals and/or business agencies that the Department of Health and Human Services (DHHS) staff can use for obtaining Captioning Services. Captioning services will be available as a way for DHHS to meet communication access needs of deaf or hard of hearing staff, customers, and clients. It's important to note that Captioning Services are needed on an infrequent basis; however, the frequency and location are not systematic in a manner that can be defined as routine or patterned based. No Contractor is guaranteed a minimum of work.

For the purpose of this RFA, Captioning Services may include Communication Access Realtime Translation (CART), Computer Assisted Notetaking (CAN), C-Print™/TypeWell™, transcription services, and off-line captioning services. This vendor list will be used by all employees of DHHS Divisions, Institutions, and Offices to secure captioning services to facilitate communication access needs for both staff and consumers on an as needed basis.

**Vendors do not have to be able to provide all the services outlined in the RFA. Vendors providing partial services may be considered. Vendors responding to this RFA should include the services it has an interest in providing, including what area of the state it prefers to provide services in if a request is made to perform on-site services.**

## **SECTION 3.0 BACKGROUND**

The DHHS is the largest agency in North Carolina State government. It is divided into thirty (30) divisions and offices, oversees fourteen (14) facilities, has more than nineteen thousand (19,000) employees, and has an operating budget of \$18.3 billion plus. The Department is responsible for ensuring the health, safety, and well-being of all North Carolinians; providing the human service needs for special populations including the mentally ill, deaf, blind, and developmentally disabled; and, helping poor North Carolinians achieve economic independence.

The Census Bureau and the National Center for Health Statistics estimate that approximately one million people in North Carolina have a hearing loss. Many of these individuals are customers, clients, and staff of DHHS. All Divisions, Sections, Branches, Units, Offices, Facilities, and Institutions are required to establish an accessibility plan to provide communication access for consumers, clients, or staff who may be deaf, hard of hearing, deaf-blind or blind. The plan must include procedures for the procurement of and payment for accessibility for Communication Access Realtime Translation (CART), Computer Assisted Notetaking (CAN), C-Print™/TypeWell™, transcription, and off-line captioning services.

## SECTION 4.0 DEFINITIONS

- a) **Applicant:** A company, firm, corporation, partnership, individual, etc., submitting a proposal in response to this RFA and providing services described in the RFA after awarded.
- b) **Business Hours:** Weekdays beginning at 8:00 am and ending at 5:00 pm, except for official state holidays as defined at: <http://www.osp.state.nc.us/holsched.htm>.
- c) **C-Print:** An abbreviation system used by captionist to reduce keystrokes and text condensing strategies to capture a speaker's intended meaning.
- d) **Communication Access Realtime Translation (CART):** CART refers to the use of a stenographic process to provide immediate, verbatim spoken word-to-text translation (real-time captioning).
- e) **Computer Assisted Notetaking (CAN):** Using a computer to type on a normal computer (QWERTY) keyboard to display what is said in a meeting or verbal exchange.
- f) **DHHS and/or Department:** The North Carolina Department of Health and Human Services.
- g) **Division:** North Carolina Division of Services for the Deaf and the Hard of Hearing
- h) **DSDHH:** The Division of Services for the Deaf and the Hard of Hearing.
- i) **Hiring Agency or Requestor:** The Division, Section, Branch, Unit, Office, Facility, or Institution, that issues a work order or request (by DHHS staff) to an Individual Vendor under this RFA.
- j) **NCRA, The National Court Reporters Association:** Membership organization for court reporters, broadcast captionists and CART providers; educational and informational resource for the public; and certifying body for court reporters, realtime reporters, broadcast captionists and CART providers. Certifications related to realtime captioning include: Certified Realtime Reporter (CRR), Certified CART Provider (CCP), Certified Broadcast Captionist (CBC) and Certified Verbatim Reporter (CVR).
- k) **Off-Line Captioning Service:** Also referred to as pre-recorded captioning, is the process of adding captions to a video/tape after filming or taping, but before the video/tape program is released to be broadcast or shown publicly.
- l) **Point of Departure:** The location from which a contractor departs to go to a work assignment. The Point of Departure is typically the contractor's home or office, whichever is closer to the location of the work assignment. If the contractor has two assignments with the same Hiring Agency or Requestor in the same day and he/she drives from the first assignment to the second without returning to his/her home or office, the location of the first assignment is the Point of Departure for the second assignment.
- m) **Remote Captioning:** Allows deaf and hard of hearing people to follow what is being said, as it is being said, without the need for a Speech to Text Reporter (STTR) or electronic note-taker to be in the same room.
- n) **RFA:** Request for Application
- o) **Time Code:** A coded signal on video or film giving information about such things as frame number, time of recording, or exposure.
- p) **Transcription:** A written or printed representation of something. A transcription of a conversation or speech is written text of it, based on a recording or notes.

- q) **TypeWell™**: A system for capturing spoken content and generating an immediate meaning-for-meaning transcript.
- r) **Vendor**: A company, firm, corporation, partnership, individual, etc., submitting a proposal in response to this RFA and providing services described in the RFA after awarded.
- s) **Work Order or Request**: A Hiring Agency's or a Requestor's request that an Individual Vendor (s) provide the services described in this RFA. A work order or request may be issued by telephone, videophone, fax, mail, or email, provided that the telephone and videophone requests are followed-up with written confirmations (generally email).

## SECTION 5.0 TERM

- A. **Term**: Contracts arising out of this RFA shall be effective on **January 3, 2018** or upon the Department's acceptance of the Contractor's application, whichever occurs later, and shall terminate on **January 2, 2019**. The RFA and resulting contracts may be renewed for an additional two (2) years in one (1) year increments.
- B. **Renewal Options/Process**: The contract renewal(s), if exercised, will consist of the DSDHH sending each Contractor an opportunity to renew packet. This packet will be comprised of any changes to the current contract as established and requests for information/documentation from all individuals that desire to continue the contractual agreement. The Contractor, at a minimum, will be required to sign and return the contract renewal form.

## SECTION 6.0 SCOPE OF SERVICES

1. When DHHS has a need to provide a communication access accommodation in the form of captioning, DHHS staff will be able to request a captioning provider from a list of pre-qualified Vendors that have been added to the vendor list. DHHS, as the Hiring Agency, may make a request for captioning services to any of the Vendors on the list. If the captioning provider can fulfill the request, captioning services will be provided pursuant to the scope and terms of services as outlined in this RFA.

### **Captioning services may be provided in the form of:**

- a) **Communication Access Realtime Translation (CART)**
  - b) **Computer Assisted Notetaking (CAN)**
  - c) **Transcription Services**
  - d) **Off-Line Captioning Services**
  - e) **C-Print™/TypeWell™**
2. Being on the approved Captioning Services Vendor list for DHHS does not guarantee a captioning provider that it will ever receive a request for services. Any DHHS division, office, or facility as the Hiring Agency, may issue a request for captioning services to any of the Vendors on the list of its choosing taking into consideration individual situational needs.
  3. The request for services may be issued by written or verbal means but must be confirmed via written communication. No services shall be performed prior to the Vendor receiving written confirmation from the DHHS hiring agency. A Vendor may decline to accept a request if unable to fulfill the captioning needs at the time and place specified by the hiring agency.
  4. The captioning Vendor shall assist DHHS in making its divisions, offices and institutions activities, programs, services, meetings, trainings, community forums, public hearings and other events, videos and other media accessible for a mixed group of people (i.e. deaf, deaf-blind, hard of hearing, late-deafened and hearing) through use of its captioning services. All requests for services will be initiated by the DHHS hiring agency on an as-needed basis.
  5. The DHHS Hiring Agency will provide as much documentation and preparatory material as possible to assist the captioning Vendor in preparing its dictionary and programming software to meet the needs of all parties.

The specific Captioning Services that this RFA includes, including the training/experiences desired, are:

**1. CART Providers:**

- a. Have a minimum of two (2) years' experience
- b. Transcribe with a minimum accuracy of 96% at the speed of at least 180 words per minute sustained for no less than 55 minutes without a break.
- c. Vendors are expected to work collaboratively with the Hiring Agency and the consumer(s) to ensure communication needs are met. The DSDHH defines collaboratively as the hiring agency providing the captionist with information such as copies of materials that will be used, names of attendees, and other information that the hiring agency has that will aid the captionist(s).
- d. Qualified for the assignment. This includes, **but is not limited to**, possessing one of the following certifications issued by the National Court Reporter Association: Certified Realtime Reporter (CRR), Certified CART Provider (CCP), Certified Broadcast Captioner (CBC), and Certified Verbatim Reporter (CVR). *For purposes of this RFA, the inclusion above, "but is not limited to" translates that a combination of qualifications and experiences will be considered if a CART Vendor does not have a certification.* Attachment A (DHHS Captioning Services Vendor List, Background Information) seeks information that explains and defines credentialing. This attachment should be completed to include adding any documentation that exhibits qualifications that can be considered.

**2. Computer Assisted Notetaking (CAN):**

- a. Have a minimum of two (2) years' experience working as a computer-aided note-taker;
- b. Provide a high quality concise summary of the lecture, discussion, meeting, or event, in a style which matches the deaf or hard-of-hearing individual's preference for point form, summary, or a more comprehensive note-taking style. CAN Captioners, at a minimum, should have experience working with deaf and hard-of-hearing individuals; be skilled typists; and, be familiar with strategies to condense information and provide in-depth notes
- c. The DSDHH's **preferences** for qualifications and experiences of CAN Captioners includes the following characteristics:
  - 1) A demonstrated ability to condense spoken information, and record key points;
  - 2) An ability to distinguish between a variety of voices and accents;
  - 3) Familiarity with advanced word processing, communication and/or abbreviation software;
  - 4) An ability to work within an organizational team;
  - 5) Experience providing the service in difficult situations such as background noise present, soft speakers, etc.;
  - 6) Specialized training and/or experience in the field of hearing loss; and,
  - 7) Typing speed of 70+ words per minute for no less than fifty-five (55) minutes without a break

**3. Transcription Services Providers:**

- a. Transcription services are expected to be provided with 100% accuracy.
- b. The DSDHH's preferences for qualifications and experiences of Transcription Services Providers include the following:
  - 1) Have a minimum of two (2) years' experience;
  - 2) Be a quick and accurate typist (80+ words per minute preferred);
  - 3) Have an extensive command of spelling and grammar;
  - 4) Have excellent listening skills; and,
  - 5) If transcribing from a recording, an ability to distinguish between multiple speakers, some with accents, or decipher what is being said over background noise.

**4. Off-line Captioning Services**

The DSDHH's preference for qualifications and experiences of Off-Line Captioning Services include the following:

- a. Have a minimum of two (2) years' experience;
- b. Have certifications/acknowledgements of accepted and recognized off-line captioning experiences;
- c. Have excellent English, grammar, and computer skills; and,
- d. Have a good understanding of time codes embedded in the media being used.

**9. C-Print™/TypeWell™ Captioning:**

- a. A C-Print™/TypeWell™ captionist listens and simultaneously types the meeting content onto a laptop computer, which is simultaneously received onto a second computer monitor so the deaf or hard of hearing individual can follow what is being said during the meeting;
- b. C-Print™/TypeWell™ allows captionist to complete training in an abbreviation system (which expands to normal English word) to reduce keystrokes, and in text condensing strategies. The captionist types as much information as possible, providing a meaning-to-meaning translation using fewer words than the speaker covers;
- c. C-Print™/TypeWell™ writers are expected to transcribe with a speed of at least eighty (80) words per minute for no less than fifty-five (55) minutes without a break; and,
- d. C-Print™/TypeWell™ writers must possess verification of C-Print™/TypeWell™ training from a professional C-Print™/TypeWell™ program (e.g. NTID for C-Print™ or an authorized TypeWell™ training/learning entity).

**SECTION 7.0 QUALITY OF STANDARDS FOR ALL CAPTIONING SERVICES**

1. Vendor staff are expected to wear appropriate attire for the environment where they are to work. The Hiring Agency will describe the environment of the assignment when contacting the Vendor.
2. The Vendor will accurately represent the content of the material presented in the captioning situation to the best of their ability.
3. The Vendor will only provide services in settings for which it has adequate training and skill.
4. The Vendor will keep all assignment-related information confidential.
5. The Vendor's behavior must always be professional and in coherence with generally accepted technical and ethical standards of the captioning profession. Professional behavior, at a minimum, includes behaving with integrity, honesty and good ethics. It also includes communicating with others in a respectful manner, showing initiative, meeting commitments and responsibilities, contributing and participating in team events, recognizing and learning from personal mistakes, being punctual, and accepting responsibility for one's own actions.
6. Vendor staff, especially the working captionist, are expected to possess basic knowledge of hearing loss. For purposes of this RFA, "expected to possess basic knowledge of hearing loss" is defined as the captionist being comfortable associating and communicating with individuals with a hearing loss, and understanding the variety of ways of effective communication with deaf, deaf-blind and hard of hearing individuals.
7. DHHS reserves the right to request reassignment or a substitution for any captioning provider that does not meet the standards of performance of the assignment or who is otherwise unacceptable to the user.

**SECTION 8.0 VENDOR REQUIREMENTS:**

Vendors that contract must provide the following services:

1. **(Agency Vendors Only)** Employ and assign qualified captioners to all assignments requested under this agreement. Agency Vendors are expected to assess the needs of each individual assignment to ensure the assigned captioner has the skills and experience necessary. DHHS has the right to verify by request certifications of the assigned CART individual(s).

2. Both Agency Vendors and Individual Vendors must obtain pertinent information for each assignment such as:
  - a. Name of DHHS employee requesting services, name of DHHS division, office or facility and contact information including phone number and email.
  - b. Name of consumer(s) utilizing captioning services.
  - c. Type of assignment such as a small meeting, large training, mixed group, consultative, remote or on-site;
  - d. Date and time of the assignment.
  - e. Length of planned assignment.
  - f. Location of assignment including directions, building name, room number, parking information, etc.
  - g. Pre-approval for travel accommodations such as hotel, provision of meals, etc., if required.
  - h. **(Agency Vendors Only)** Vendor should always attempt to schedule a captioner closest to the location of the assignment to reduce costs associated with travel. If the captioning provider will require extensive travel (75 miles or more, one way) or overnight stay, written pre-approval must be obtained from Hiring Agency.
  - i. Provide written confirmation to DHHS Hiring Agency: this includes verifying the name of the captioner(s) who will be working.
  - j. For on-site captioning, arrive at the site approximately thirty (30) minutes before the event start time to set up equipment and to conduct a test run to ensure that everything is working properly. This early arrival is billable; however, the time cannot exceed thirty (30) minutes.
  - k. Possess and bring to all assignments appropriate equipment including, but not limited to, stenotype machine, computer notebook, software, portable display screen, computer monitor is placed for consumer, appropriate cords, dictation mask, tripod, wiring and extra extension cords at no additional cost to DHHS.
  - l. Possess the ability to troubleshoot and repair technical problems on site.
  - m. Portray visual messages with minimal spelling and typing errors.
  - n. Upon request, the Vendor shall provide the Hiring Agency with an unedited written transcript from the assignment at no additional cost.

## **SECTION 9.0 CONFIDENTIALITY**

The information/materials to be recorded may be sensitive and confidential, therefore the selected Vendor(s) must enforce a strict policy of confidentiality. Agency Vendor's staff and Individual Vendors must not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials. Captioned information and/or materials may be of a sensitive and/or confidential nature.

## **SECTION 10.0 TRAVELING EXPENSES:**

Vendors will be reimbursed for travel expenses arising under the performance of this Agreement. Travel by personal vehicle shall be at the current rate as established by the Internal Revenue Service (<https://www.irs.gov/tax-professionals/standard-mileage-rates>). Travel by air and overnight stays must be approved by the Division in advance. Reimbursement rates will be reimbursed for travel expenses at the state rates set forth in N.C.G.S. §138.6, Section 5.7.1 Non-state Employees. If airfare is approved, Vendor agrees to use the lowest available airfare not requiring a weekend stay and use the lowest rate for rental vehicles. All Vendor incurred travel expenses shall be supported by receipt. The State will reimburse travel expenses only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.

## **SECTION 11.0 PERFORMANCE:**

DHHS and its Divisions and Offices will be reviewing input generated from surveys and feedback to determine the effectiveness of the vendor as well as dependability, professionalism, and skill development demonstrated through the criteria listed under the Scope of Services.

Deficiencies in the performance of services, such as a pattern of lateness, cancellations, etc. related to this agreement will be documented and submitted to the Contract Administrator. All documentation will be kept on file and referenced for future DHHS needs assessments. Documented deficiencies may result in the removal of the vendor from the Captioning Services Vendor List.



**SECTION 12.0 DISBURSEMENT FOR SERVICES:**

- a. The Vendor must submit an invoice within thirty (30) business days following the assignment.
- b. Invoices must be submitted to the point of contact directly to the Hiring Agency who requested the captioning services.
- c. The Vendor shall bill in quarter-hour increments and may bill for a quarter-hour increment if the captioner works for any portion of that quarter-hour.
- d. The Vendor shall not bill DHHS for services that have been canceled within 24 hours' notice, or cancellations due to severe meteorological conditions. These conditions must be in process or forecast by a local or national weather forecasting service in the current or imminent timeframe. In addition, the severe meteorological weather conditions must be occurring or in the imminent future in the route that encompasses traveling to the consumer's location from the Vendor's duty station or home, whichever applicable. The Vendor MUST contact the Hiring Agency Office to explain the weather-related circumstances, and the Hiring Agency must send a written document/email message to the Contractor that approves the submittal of an invoice.
- e. Copies of receipts for approved additional expenses (such as hotel) must be submitted with the invoice.

The following is a schedule of rates the State will reimburse the vendor for services rendered:

<b>CART SERVICES – ON SITE (Minimum of 2 billing hours)</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$125
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$135

<b>CART SERVICES - REMOTE</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$100
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$105

<b>C-Print™/TypeWell™ SERVICES – ON SITE (Minimum of 2 billing hours)</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$100
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$110

<b>C-Print™/TypeWell™ SERVICES – Remote</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$80
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$85

<b>CAN SERVICES – ON SITE (Minimum of 2 billing hours)</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$80
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$90

<b>CAN SERVICES - REMOTE</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$60
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$65

<b>TRANSCRIPTION SERVICES ONLY (15-minute minimum)</b>	
Working time	Payment Per Hour
Monday thru Friday – 7 am to 5 pm	\$25
Monday thru Friday – 5 pm to 7 am, weekends and state holidays	\$30

<b>OFF LINE CAPTIONING SERVICES FOR NON-LIVE (PRE-RECORDED EVENTS)</b> (15-Minute Minimum)	
Working time	Payment Per Hour
Monday thru Friday: 7AM to 5PM	\$30
Monday thru Friday: 5PM to 7AM, weekends and state holidays	\$35

Services provided on 24 hours' notice, or less, shall be reimbursed at the same rates as services provided on more than 24 hours' notice.

When providing captioning services for all day or multi-day events such as national, regional, or statewide meetings or conferences held in the State of North Carolina, the Hiring Agency may negotiate with the Vendor an all-inclusive flat fee. The fee must be agreed upon by the Hiring Agency and Vendor in advance.

## **SECTION 13.0 THE PROCUREMENT PROCESS**

The following is a general description of the process by which a Vendor will be selected to complete the goal or objective.

1. RFA's to be sent to prospective companies.
2. Questions and inquiries concerning the RFA specifications will be received via email, telephone or written correspondence to the email address, telephone number and address on the cover of this RFA.
3. Vendor will submit **one (1) original and one (1) copy of the application including the Execution Page (Attachment B), and a copy of the Applicant's completed W-9 Form** (the W-9 form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
4. The original must be signed and dated by an official authorized to bind the agency/individual.
5. Updated forms or any changes of information other than submitted with the original application are due thirty (30) days within the effective date of the change. New applications are solicited and accepted on a continual basis. Vendors

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submitting new applications must wait to receive a confirmation letter from the Contract Administrator that will indicate their effective date of work.

6. At their option, the evaluators may request additional information from any or all applicants for the purpose of clarification or to amplify the materials presented in any part of the application. However, individuals and agencies are cautioned that the evaluators are not required to request clarification; therefore, all applications should be complete and reflect the most favorable terms available from Vendor.
7. Applications will be evaluated according to completeness and content. Incomplete applications will not be accepted and will be returned to the vendor for correction and re-submittal.
8. Vendors are cautioned that this is a request for applications, and the administering Division reserves the unqualified right to reject all applications when such rejections are deemed to be in the best interest of the Department.

## **SECTION 14.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS**

1. Award or Rejection - All qualified applications will be evaluated. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Applicants will be notified of application status via letter upon completion of application review
2. Decline to Offer - Any agency or individual that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or individual to removal from consideration of future RFAs.
3. Cost of Application Preparation - Any cost incurred by an agency or individual in preparing or applying is the agency's or individual's sole responsibility; the funding agency will not reimburse any agency or individual for any pre-award costs incurred.
4. Elaborate Applications - Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
5. Oral Explanations - The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
6. Reference to Other Data - Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
7. Titles - Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
8. Form of Application - Each application must be submitted on the form provided by the administering Division, and will be incorporated into the agreement.
9. Exceptions - All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any applicant may be grounds for rejection of that applicant's application. All accepted applicants/vendors specifically agree to the conditions set forth in this RFA.
10. Advertising - In submitting its application, vendors agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the Division.
11. Right to Submitted Material - All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the applicants will become the property of the Division.
12. Competitive Offer - Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

13. Vendor's Representative - Each vendor shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the vendor and answer questions or provide clarification concerning the application.
14. Subcontracting - Vendors may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
15. Proprietary Information - Trade secrets or similar proprietary data which the vendor does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
16. Participation Encouraged - Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women, and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
17. Agreement - The Division will issue an Agreement to the Vendor upon acceptance of its application and inclusion into the Captioning Services Vendor List will commence immediately after.

(The remainder of this page is left blank intentionally)

**DHHS Captioning Services Vendor List  
 Background Information**

**(In spaces where information is requested, please attach additional pages if there is insufficient space to provide responses)**

Company/Individual Name			
Tax ID or Social Security #			
Primary Contact Person			
Mailing Address			
Billing Address (if different from above)			
Fax Number:	(____) _____	Email Address:	_____
<input type="radio"/> Business Phone Number: (____) _____ <input type="radio"/> Cell Phone Number: (____) _____			
Please check either Business phone or Cell phone to indicate the number at which you can most likely be reached. This number will be used first when trying to reach you for assignments.			

Provide background information on the individual/company applying and details of experience with similar projects.
Provide details of any pertinent judgement, criminal conviction, investigation or litigation pending against you individually or your company or any of its officers, directors, employees, agents, or subcontractors of which the Vendor has knowledge; or, if none exist simply write "None" in the space provided.

List companies for whom you have current or past contracts with for similar services. Include the name of the firm, a contact person, length of time services has been or were provided, address, e-mail address and/or telephone number.


Company size **IF** Agency Vendor: Provide the number of staff who would be available for assignments, including their qualifications, base location, and experience.


Hiring practices **IF** Agency Vendor: Provide information concerning companies hiring practices, training programs, qualifications of note takers, sub-contracting, background checks etc. for their staff that will be used for this service.


Service area: *Provide the areas of NC that you or your company can provide **on-site** service.*


**APPLICATION EXECUTION PAGE**

**THIS PAGE MUST BE SIGNED AND DATED AND SUBMITTED WITH YOUR APPLICATION**  
**Unsigned Applications will not be considered**

**Captioners on Contract with Applicant**

Captioner	Telephone Number	Check Appropriate Box
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor
		<input type="checkbox"/> Owner <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor

*(Please use additional page if more space is needed and attach it to this part of the application)*

The undersigned certifies that:

1. He or she is authorized to sign and submit this Application on behalf of the Applicant and to bind the applicant to the terms of this RFA;
2. He or she has read the completed Application and knows that the information contained in the application is true;
3. The Applicant has read and understands the terms and conditions of this Request for Application ("RFA") and agrees to them without exception;
4. The Applicant agrees to provide Services to the Department pursuant to the terms and conditions of this RFA if the Department approves this Application;
5. The Applicant understands that the Department's approval of the Application creates a binding agreement between the Department and the Applicant but that it does not guarantee that the Department will actually use the Applicant's services and does not guarantee the Applicant any particular volume of work.

\_\_\_\_\_  
**Applicant's Name**

\_\_\_\_\_  
**Authorized Representative's Signature** **Date**

\_\_\_\_\_  
**Printed Name** **Title**

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF SERVICES FOR THE DEAF AND THE HARD OF HEARING**

The attached Application, submitted in Response to RFA, is hereby **APPROVED**.

\_\_\_\_\_  
**Signature** **Date**

The attached Application, submitted in Response to RFA, is hereby **REJECTED**.

\_\_\_\_\_  
**Signature** **Date**

## State Certifications Contractor Certifications Required by North Carolina Law

### Instructions

The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:



RFA # 30-DSDHH-95061-17

1. He or she is a duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

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Contractor's Name

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

---

Signature of Witness

Date

---

Printed Name of Witness

Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**ATTACHMENT D – Captioning Services Invoice for Contractor**

(An Excel formatted file will be sent to Vendor for use after acceptance of application)

DHHS Captioning Invoice for Individual Contractor				
Agency Name Captionist Name Address City State      Zip	INVOICE # _____  DATE SUBMITTED: <b>November 30, 2017</b> First Submission <input type="checkbox"/> Re-Submission <input type="checkbox"/> Past Due or Late <input type="checkbox"/>			
<b>BILL TO:</b> DHHS Division or Office Name Attention Address City State      Zip Phone Email		Questions pertaining to the Captioning RFA should be referred to the Hard of Hearing Services Coordinator at the Division of Services for the Deaf and the Hard of Hearing at 919.299.6668 or david.litman@dhhs.nc.gov  Questions regarding the invoice and/or the assignment should be referred to the requestor.		
ASSIGNMENT INFORMATION				
Date of Assignment:	Requestor			
Consumer Name:				
Description of Assignment:				
Original Hours Scheduled:	Start Time:	End Time:		
Hours Billed	Start Time:	End Time:		
Services Provided (Select from drop down box)				
	Total Hours	Rate Per Hour		Services Total
Standard Rate (M-F 7am to 5pm)				\$ -
Enhanced Rate (Evenings, Weekends, Holidays):				\$0.00
Flat Rate				\$0.00
<b>SERVICES TOTAL:</b>				<b>\$0.00</b>
Travel and Other Expenses	Number of Miles	Rate Per Mile		Mileage Total
<input type="checkbox"/> One Way <input type="checkbox"/> Roundtrip				
From: _____				
To: _____				\$0.00
Meals	Breakfast	Lunch	Dinner	Meal Total
Meals will be reimbursed based on state rates. For any service taking place in North Carolina, the rate is Breakfast (8.40), Lunch (11), Dinner (18.90). For any service out of North Carolina, the rate is Breakfast (8.40), Lunch (11), Dinner (21.60)				\$0.00
				\$0.00
Other Expenses (e.g., Hotel, Parking), please attach receipt.				\$0.00
<b>TRAVEL TOTAL:</b>				<b>\$0.00</b>
GRAND TOTAL				
Total Services Provided:				\$0.00
Total Mileage & Other Expenses:				\$0.00
<b>TOTAL INVOICED:</b>				<b>\$0.00</b>
For DHHS Agency Use Only				
Reviewed By:				
Title:				
Date:				
Approved By:				
Title:				
Date:				
Budget Code:				