



City of Gainesville

Budget and Finance Department

Purchasing Division

Addendum Publish Date: October 12, 2021

CLOSED CAPTIONING SERVICES RFP #: PIOX-220011-SG ADDENDUM NO. 1

Bid Due Date: October 26, 2021, 3:00pm (Local Time)

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

1. Please find attached:
 - a. A copy of the Code of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.
 - b. A copy of the previous agreement with Florida Captioning Services

The following are answers/clarifications to questions received about this solicitation:

2. Question: Is National Court Reporters Association certification a mandatory requirement?

Answer: yes

3. Question: Is 24-hour technical support a mandatory requirement?

Answer: The RFP mentions "captioning and technical support." This is primarily related to having the ability to caption on short notice during emergency situations, such as a hurricanes, when emergency communication/information needs to be broadcast. It is a rare event. Technical support is also rarely needed. However, the ability to provide captioning at any hour of the day with an hour or less notice is a mandatory requirement for such emergencies.

4. Question: Which vendor is currently doing the captioning?

Answer: Florida Captioning Services

5. Question: What prices are currently being paid?

Answer: \$82.95 per Hour

6. Question: What is the duration of the meetings/events?

Answer: It varies by meeting type. They can be as short as 15 minutes and as long as 11 hours. City Commission meetings tend to be the longest. For examples of meeting durations take a look at our video archives links just below the video player. Meeting lengths are listed below:

<http://cityofgainesville.org/CommunicationsOffice/Community12TV/LiveWebStreaming.aspx>

7. Question: How does the expected volume of 60 to 100 hours/month split between live and offline captioning?

Answer: Approximately 40% are offline and 60% are live.

8. Question: How many events per week/month require an hour or less notice?

Answer: This is a very rare event and is primarily related to having the ability to caption on short notice during emergency situations, such as a hurricanes, when emergency communication/information needs to be broadcast.

9. Question: Do the 720 annual hours specified in the RFP include both live and pre-recorded content?

Answer: Yes, it is the combined total.

10. Question: Are you using any video platforms to host live events (i.e. Zoom, YouTube)?

Answer: Due to the Covid pandemic, we have been using the Zoom platform for most meetings but only for meeting participants and not public viewing. The public views meetings through broadcast of the Zoom meeting on our cable TV channel, website stream and Facebook Live. The captions are embedded in the video and sent to the website stream and Facebook through the broadcast video signal.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

**CITY OF GAINESVILLE
FINANCIAL SERVICES
PROCEDURES MANUAL**

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

CONTRACT FOR CLOSED CAPTIONING SERVICES

This Contract is entered into this 21 day of October, 2019 by and between the CITY OF GAINESVILLE ("CITY"), a Florida municipal corporation, and CAPTIONING SERVICES, LLC, an Oklahoma corporation, d/b/a FLORIDA CAPTIONING SERVICES ("CONTRACTOR").

WHEREAS, the CITY has determined that providing closed captioning services for certain meetings is in the public interest; and,

Whereas, the CONTRACTOR is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the PARTIES agree as follows:

1. The CONTRACTOR shall have and perform the duties, obligations, and responsibilities to the CITY as detailed in Exhibit A, attached hereto and incorporated, and the Agreement Between Alachua County and Florida Captioning Services dated August 3, 2011, as amended, and hereby incorporated by reference. The CONTRACTOR and the CITY further agree that time is of the essence in the performance of this Contract. To the extent of any conflict between this Contract and the Alachua County Agreement, this Contract shall control. Time is of the essence in the performance of this Contract.

2. The term of this Contract shall begin on date of execution and shall continue through September 30, 2020.

3. For all services actually, timely and faithfully performed, the CONTRACTOR will be paid as follows:

A. \$82.95 per hour or portion thereof for closed captioning services for televised public meetings and for press conferences/briefings during emergencies.

\$82.95 (1 hour charge) if scheduled hours for televised public meetings are cancelled with less than one (1) hour notice.

The annual budget for this Contract shall not exceed Fifty-Seven Thousand Dollars (\$57,000.00).

B. As a condition precedent for any payment, the CONTRACTOR shall submit monthly, an invoice to the CITY requesting payment for services properly rendered and expenses due. The CONTRACTOR's invoice shall describe with reasonable particularity each service rendered, the date

thereof, the actual time expended and the person(s) rendering such service. The CONTRACTOR's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the CITY may require. Each invoice shall bear the signature of the CONTRACTOR, which signature shall constitute the CONTRACTOR's representation to the CITY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the CONTRACTOR covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the CONTRACTOR that payment of any portion thereof should be withheld. Submission of the CONTRACTOR's invoice for final payment shall further constitute the CONTRACTOR's representation to the CITY that, upon receipt by the CITY of the amount invoiced, all obligations of the CONTRACTOR to others, including its consultants and sub-contractors incurred in connection with provision of the closed captioning services, will be paid in full. The CONTRACTOR shall submit invoices to the CITY at the following address:

City of Gainesville
Communications Dept.
Station #68
PO Box 490
Gainesville, FL 32627-0490

C. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act"), and shall be paid to the contractor by Electronic Funds Transfer or sent to the CONTRACTOR at the following address:

Captioning Services, LLC d/b/a Florida Captioning Services
Accounts Payable
8429 North 70th East
Avenue Owasso, OK
74055

D. The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations

heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.

4. The CITY shall have and perform the following duties, obligations, and responsibilities to the CONTRACTOR:

- a. Provide a calendar of meetings to be covered for upcoming Fiscal Year. This calendar will include the dates of the meeting and the inclusive time(s) and hours to be covered.
- b. Provide an estimate of the number of hours anticipated for each meeting.
- c. If less hours than projected are anticipated for any meeting as provided for in Section 4a, notify the CONTRACTOR within 48 hours (two business days) of the revised number of hours required.
- d. If more hours than originally projected are anticipated for any meeting as provided for in Section 4a, provide advance notice (at least 24 hours where possible).
- e. Notify the CONTRACTOR at least 48 hours (two business days) prior to any special meeting (not on the calendar provided under Section 4a, above) for which services are required. Such notification will include the date, starting time and anticipated hours of coverage needed.
- f. Assist the CONTRACTOR and its employees or sub-contractors in learning the format of meetings and in identifying the recurring personalities involved.
- g. Provide hardware and software as specified by the CONTRACTOR (see Exhibit A) necessary to display and broadcast closed captioning.

5. Except as otherwise provided in this Contract, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, CONTRACTOR's and CITY's representatives are:

CITY: Communications Dept.
 City of Gainesville
 PO Box 490
 Station 68
 Gainesville, FL 32607-0490

CONTRACTOR: Captioning Services, LLC d/b/a Florida Captioning Services
 Tammy Leesburg, CEO
 8429 North 70th East Avenue
 Owasso, OK 74055

6. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 393-8550, merlore@ctiyofgainesville.org, and Raul Merlo, City of Gainesville Communications, PO Box 490, Station 68, Gainesville, FL 32627-0490.

7. The CONTRACTOR will procure and maintain insurance throughout the entire term of this Contract of the types and in the minimum amounts detailed in Exhibit B, attached hereto and incorporated by reference.

8. CONTRACTOR agrees to indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor. This indemnification provision shall survive the termination of the Contract between the

CITY and the CONTRACTOR.

9. Nothing in this Contract shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original.

CAPTIONING SERVICES LLC, d/b/a FLORIDA CAPTIONING SERVICES:

By: Tamera A. Leeseberg
Tamera A. Leeseberg (Oct 18, 2019)
Print Name: Tamera A. Leeseberg
Title: CEO
Date: Oct 18, 2019

CITY OF GAINESVILLE:

By: Deborah Bowie
Deborah Bowie (Oct 21, 2019)
Print Name: Deborah Bowie
Title: Interim City Manager
Date: Oct 21, 2019

APPROVED AS TO FORM AND LEGALITY

X David C. Schwartz

City Attorney

EXHIBIT A

SCOPE OF SERVICES/REQUIREMENTS

1.0 SCOPE OF SERVICES

The services requested, herein, are for Transcription & Captioning of Televised public meetings for the Gainesville City Commission and other publicly noticed meetings.

1.1 General Requirements:

The CONTRACTOR selected will provide the following services, including but not limited to:

1.1.1 The CONTRACTOR shall recommend all necessary hardware and software needed to be purchased. This recommendation must include maintenance plans, space requirements, and power requirements and must meet the minimum specifications outlined below.

1.1.2 The CONTRACTOR shall provide Real-time Caption Writers during all meetings scheduled for captioning. The Real-time Caption Writers must be capable of real-time captioning meetings while maintaining a minimum verbatim capture rate of 225 words per minute with an accuracy rate of 98% or better.

1.1.3 Where, due to circumstances beyond the control of the CITY, a scheduled meeting lasts longer than anticipated by the CITY, CONTRACTOR will make its best efforts to ensure uninterrupted captioning of the meeting.

1.2 Minimum specifications for recommended hardware software.

1.2.1 1.2.1 EEG HD 490 iCap/Encoder SDI

1.2.2 Must include serial digital interface.

1.2.3 The CONTRACTOR will provide all necessary compatible equipment at their end to receive our audio and transmit the captions back to City Hall.

1.2.4 GG/GRU internet services are provided.

1.3 This Agreement is for the captioning of an estimated 55 hours, monthly. CONTRACTOR shall have the capability to expand to 70 monthly hours.

EXHIBIT B

TYPE "A" INSURANCE REQUIREMENTS Including Professional and Errors and Omissions Liability

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products/ Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

PROFESSIONAL LIABILITY, ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for Bodily Injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

OTHER INSURANCE PROVISIONS

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

A. Commercial General Liability and Automobile Liability Coverages

1. **The Gainesville City Commission and City of Gainesville, its officials, employees and volunteers are to be covered as Insureds as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.

2. **The Contractor's insurance coverage shall be primary** insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B. Workers' Compensation and Employers' Liability Coverages

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

C. All Coverages

Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claim made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:

And Mailing Address

Gainesville City Commission City of Gainesville
PO Box 490
Gainesville, FL 32627