



Contra Costa Community College District

RFQ # 4CD-86

Districtwide Accessibility Specialist Consultant REQUEST FOR QUALIFICATIONS

Release Date: April 27, 2021

Questions Due by: before 12 PM (PST), April 30, 2021

Statement of Qualifications Due by: before 2 PM (PST), May 6, 2021

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced consultants to submit statements of qualifications to provide consultative work to serve as the Districtwide Accessibility Specialist Project Coordinator.

The District was established in 1949 and serves the residents of Contra Costa County. It is the eighth largest multi-college community college district in California, serving approximately 50,000 students per year. The District Office is located in historic downtown Martinez. The District operates through three colleges and two centers, namely: Contra Costa College, Diablo Valley College, Los Medanos College, San Ramon Campus and New Brentwood Center.

STATEMENT OF QUALIFICATIONS SUBMISSION

- A. Statements of Qualifications are to be submitted by email to Rod Herrera: rherrera@4cd.edu.
- B. Date/Time: Statement of Qualifications shall be received **before 2:00 PM (PST), May 6, 2021**.
- C. A faxed statement of qualifications will not be accepted. Only emailed, signed documents will be considered. The statement of qualifications must be in the possession of the District's Purchasing Department before 2:00 PM (PST) on the closing date. Late statement of qualifications will not be accepted and will be returned to the Contractor.

QUESTIONS

Questions are due before 12:00 PM (PST), April 30, 2021. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Qualifications (RFQ) shall be submitted in writing by email to **Rod Herrera, Purchasing Department, rherrera@4cd.edu**.

SCHEDULE The District reserves the right to modify the below schedule of events.

Request for Qualifications release date: **April 27, 2021**

Questions Due by: **before 12:00 PM (PST), April 30, 2021**

Statement of Qualifications Due by: **before 2:00 PM (PST), May 6, 2021**

Notify Shortlisted Consultants: **May 7, 2021**

Interview via Zoom (if necessary): **May 11, 2021**

RFQ Award: **May 12, 2021**

Board Meeting: **May 26, 2021**

Contract Award: **May 27, 2021**

ACCEPTANCE PERIOD. Statement of Qualifications are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFQ at any time prior to the time set for receipt of statement of qualifications. Interested parties should frequently check the District's website for such addenda at <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>.

Each candidate shall acknowledge receipt of the addendum by marking the appropriate area on the bottom of the **Signature Page (page 8)**. Failure to so acknowledge may result in the statement of qualifications being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFQ or as part of the final contract.

AUTHORIZED SIGNATURES. Every statement of qualification must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting statement of qualifications on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a statement of qualification, his or her name, signature and post office street address must be shown. If a firm or partnership makes the statement of qualification, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the statement of qualification, the statement of qualification shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the statement of qualification to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the statement of qualifications constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the statement of qualification which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be

automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed statement of qualification and Contra Costa Community College District's Request for Qualifications shall be incorporated into a contract with or without negotiation.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting statement of qualifications. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the statement of qualification.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

REJECTION OF QUALIFICATIONS. The District reserves the right to reject any or all statement of qualifications or any part of statement of qualification and also to waive informalities, minor irregularities, or other requirements in our Request for Qualification and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its statement of qualification any information requested in this RFQ may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All statement of qualifications shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes,

amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFQ Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Contractor's signed Statement of Qualification and District's written acceptance or purchase order shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

DEBARMENT AND SUSPENSION. The Contractor warrants that it is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SECTION II

Summary

The District invites experienced consultants to submit statements of qualifications to provide consultative work to serve as the Districtwide Accessibility Specialist Project Coordinator.

The consultant provides remote accessibility expertise and remediation to make Canvas online courses fully accessible as described under 'Deliverables' below, and provides written and verbal feedback to faculty. The consultant also assists faculty in learning accessibility remediation techniques, \ holds weekly office hours for drop-in assistance, and leads occasional trainings on accessibility, as needed.

The consultant divides time on a roughly equal basis among courses from all three Contra Costa Community College District campuses remediating approximately 3-4 courses per week, and spending on average 10 hours per course.

Projected Timeline

The projected timeline to deliver the duties and responsibilities below is from late spring 2021 to end of fall 2022. The contract, and associated duties and responsibilities, may be renewed depending on availability of funds and satisfactory performance.

Deliverables

- Full accessibility review and remediation of approximately one course per campus per week, or about 3 courses per week total, in accordance with requirements of [Section D: Accessibility of CVC-OEI Course Design Rubric](#). Remediation in this context includes:
 - Identifying and correcting all Canvas content, other embedded CCCCD-authored content, and other attached or embedded content
 - Identifying and correcting additional documents including pdfs, image files and videos for closed captioning, (but not editing of captioned files.) Remediation does not include inherently inaccessible materials such as complex graphics and charts, nor publisher content, such as that purchased from vendors that is locked behind a paywall.
- Written and verbal presentation to faculty of about one hour, following completion of or during the course remediation.
- Creation and maintenance of shared schedule for cueing, tracking progress, and completing course accessibility work, including presenting findings to faculty.
- Maintenance of a shared weekly calendar with office hour slots for drop-in assistance.
- Conducting campus trainings as needed
- Production of weekly status reports and time spent per course, and data on areas of remediation.
- Notifying administrator when courses exceed the estimated expected time allocated for remediation of 10 hours per course on average
- Weekly meeting with administrator or committees to update on progress

Desired Competencies

- 1. Canvas expertise – Successful consultant is an experienced Canvas user, knowledgeable and skilled in application of Canvas tools from the Canvas admin, designer or faculty side of Canvas.
- 2. Accessibility expertise – Successful consultant is well-versed in state and federal accessibility requirements in online courses and in remediation techniques, including but not limited to correcting for application of headings in Canvas and external documents including .pdf, headings on tables, alternative text on images, captions on videos, descriptive links and color contrast in Canvas and documents.

- 3. Familiarity with Section D on Accessibility of the [CVC Online Course Design Rubric](#).
- 4. Familiarity with higher education course design.
- 5. Organizational abilities to maintain clear, current and accurate records.
- 6. Collaborative practice – Successful consultant is collaborative and works well with individuals, committees and groups in remediation and professional development settings.

SUBMISSION REQUIREMENTS & COMPENSATION

Eligible consultants to serve as the Districtwide Accessibility Specialist Project Coordinator must submit a cover letter, resume and references as they relate to this position (minimum 3 recent professional references). The cover letter must describe the consultant’s interest in accessibility, as well as their experience and qualifications. In addition, eligible consultants will attach an addendum that specifically addresses each of the desired competencies number 1 through 6 above, including examples to illustrate collaborative practice. No more than one (1) page per competency.

Start Date: Pending the completion of this RFQ process, we anticipate the consultant starting no later than June 1, 2021.

Funding: Pending approval from the CCCCDD Governing Board, CCCCDD will award a standard contract for a not-to-exceed amount of \$158,000.00, depending upon experience and available resources.

Term of Agreement: The term of any contract resulting from this request for qualifications shall be from June 1, 2021 – December 31, 2022, subject to satisfactory performance. The contract may be extended at the option of the District. The CCCCDD, at its sole discretion, may cancel the contract with a 30-day ADVANCE written notice to the contractor for any reason.

Criteria: The following criteria will be used in making a selection. The District reserves the right to determine consultant’s level of expertise. The District’s determination shall be final.

- 1. Canvas expertise – Educational degrees or certificates, and/or other evidence of expertise.
- 2. Accessibility expertise – Educational degrees or certificates, and/or other evidence of expertise.
- 3. Familiarity with Section D on Accessibility of the CVC Online Course Design Rubric - Educational degrees or certificates, and/or other evidence of expertise or familiarity.
- 4. Familiarity with higher education course design - Educational degrees or certificates, and/or other evidence of expertise or familiarity.
- 5. Organizational abilities to maintain clear, current and accurate records – Examples or other demonstration of organizational abilities.
- 6. Collaborative practice – Examples or other demonstration of collaborative practice and competency.
- Professional references

SECTION III

SIGNATURE PAGE—4CD-86 RFQ

(To be included with statement of qualifications submission)

To: Contra Costa Community College District
Attn: Rod Herrera
500 Court St.
Martinez, CA 94553-1278

Pursuant to and in compliance with this Request for Qualifications, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this RFQ.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this request for qualifications response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE PRINTED ABOVE THE LINE PROVIDED.

Type or Print Name/Title Email

Signature Date

Name of Company

Address

City State Zip Code

(_____) _____
Area Code Telephone Number

(_____) _____
Area Code Fax Number

ADDENDA/AMENDMENTS ACKNOWLEDGMENT

Consultant acknowledges receipt of: Addendum Number _____ Dated _____
Addendum Number _____ Dated _____