



Contra Costa Community College District

RFP # 4CD-79

Districtwide Interpreting/Translation Services

REQUEST FOR PROPOSAL

Release Date: July 3, 2020

Last Day for Questions: before 12 pm (PST) July 13, 2020

Proposals Due By: before 2 pm (PST), July 22, 2020

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

INTRODUCTION

The Contra Costa Community College District (District) was founded by a public vote in December 1948 and first opened its doors in 1949. It is one of the largest multi-college community college districts in California. The District serves a population of 1,049,025 people, and its boundaries encompass all but 48 of the 734-square-mile land area of Contra Costa County. The District Office is located in historic downtown Martinez.

This multi-campus district is comprised of Contra Costa College in San Pablo, Diablo Valley College in Pleasant Hill, Los Medanos College in Pittsburg and two centers located in Brentwood and San Ramon. The District is governed by a five-member elected Board of Trustees and the District's chief executive officer is the Chancellor.

The District is requesting proposals from qualified firms to provide American Sign Language (ASL) Interpreting and Communication Access Real Time (CART) Translation Services. Firms may bid on both ASL and CART services or individually, according to the services provided by the firm. The District may qualify more than one firm to provide the interpreting and/or CART services.

PROPOSAL SUBMISSION

A. **Sealed** offers to be submitted to:

Rod Herrera, Purchasing Dept.
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

B Date/Time: Proposals shall be received **before 2 pm (PST), July 22, 2020.**

C The face of the sealed envelope or box shall be clearly marked **“4CD-79 RFP”**.

D **A faxed proposal will NOT be accepted.** Only mailed or hand-delivered, signed offers will be considered. The proposal must be in the possession of the District's Purchasing Department before 2:00 p.m. PST on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E Contractors must submit **one (1) original hardcopy** and **one (1) electronic copy in PDF format via flash drive or compact disk.** The electronic copy must be one (1) file. DO NOT send the electronic copy by email. Each proposal received in response to this RFP shall remain the property of the District.

QUESTIONS. Questions are due before 12:00 pm (PST), July 13, 2020. All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the Request for Proposal (RFP) shall be submitted in writing by email to **Rod Herrera, Purchasing Department, rherrera@4cd.edu**.

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

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of proposals. Interested parties should check their email frequently and/or check the District's website for such addenda.

The amendments will be issued by e-mail and posted on the District's Purchasing Department website, <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>. Each contractor shall acknowledge receipt of the addendum by writing the addendum number in the space provided on the District-provided "Signature Page" (Section IV) contained in this RFP. The District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

AUTHORIZED SIGNATURES. Every proposal 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 a proposal 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 proposal, his or her name, signature and post office street address must be shown. If a firm or partnership makes the proposal, 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 proposal, the proposal 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 proposal 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 a proposal 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 proposal 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.

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

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. 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 proposal.

NON-COLLUSION AFFIDAVIT. Contractors are required to submit a Non-Collusion Affidavit with their Proposals. See Page 12 titled Non-Collusion Affidavit.

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

REJECTION OF PROPOSALS. The District reserves the right to reject any or all Proposals or any part of a Proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal 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 proposal any information requested in this RFP, including the signed Contractor's Pricing Page, Non-Collusion Statement, etc., 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 Proposals 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 RFP 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. The District's RFP, the Contractor's signed Proposal and the District's

contract, 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.

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.

ACCESSIBILITY OF INFORMATION TECHNOLOGY. Whenever the District enters into a contract for the purchase, development, procurement, maintenance or use of any electronic or information technology, the vendor shall certify that it complies with the requirements of Section 508 of the Rehabilitation Act of 1973 and its related regulations. This requirement shall apply to software applications, operating systems, web-based intranet and internet information and applications, telecommunications products, video or multimedia products, self-contained closed products such as copiers, and desktop and portable computers.

In submitting this proposal, the vendor hereby warrants that the products or services to be provided under this proposal comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Vendor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Vendor further agrees to indemnify the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of any agreement entered into as a result of this request for proposal.

CERTIFICATES: If offered a contract, all certificates relative to this RFP must be submitted prior to the contract being executed.

INSURANCE. If offered a contract, a copy of the firm's insurance and appropriate license to do business in the State of California will be requested prior to the execution of the contract.

A copy of the Worker's Compensation and Liability Insurance in the amount of \$1,000,000 per single occurrence, \$1,000,000 general aggregate and identifying the District, its officers, agents and employees as the "Additional Insured" by way of endorsement must be provided prior to award of contract. The Contract will not be issued until the above requirements are met.

AWARD OF CONTRACT. The District reserves the right to make an award that is most advantageous to the District. This bid may be awarded to multiple vendors, if the District deems that it is in the best interest of the District to do so. This is not an exclusive contract. The District will not be limited solely to the evaluation factors in making its final decision. 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. The District shall be the sole judge in making such determination, and its decision shall be final. The District, at its sole discretion, may cancel an awarded contract with a 30-day ADVANCE written notice to the contractor for any reason.

CONTRACT TERM. The term of the contract shall be for three (3) years with the possibility of renewing the contract one (1) year for two (2) consecutive years. This is an open-end contract. Each party may terminate the contract with thirty (30) days written notice.

EVALUATION PROCESS. Based on its evaluation of responses to this RFP, the District's may recommend to the Board of Trustees to qualify several firms to be used. The District will choose the most highly qualified firms. The criteria for selecting firms may include, without limitation:

1. Price
2. Minimum Qualifications
3. Firm's relevant experience/Personnel Qualifications
4. Overall completeness of the proposal
5. Interview (if necessary)

INTERVIEWS (REMOTE)

The District may elect to interview firms. Please see schedule for date(s). Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires the mandatory presence (remote) of the designated representatives identified in the proposals as being the ones who will be assigned to the District be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

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

Request for Proposals release date: July 3, 2020

Questions Due By: before 12 PM (PST), July 13, 2020

Proposals Due By: before 2 PM (PST), July 22, 2020

Committee Review: July 22-27, 2020

Interviews (Remote) (if necessary): August 3-4, 2020

RFP Award: August 5, 2020

Board Meeting: August 26, 2020

Contract Award: August 27, 2020

SECTION II

DETAILS/COPE OF WORK

The scope of work outlined herein shall be subject to change related to the District's response to COVID-19.

- The District seeks firms to provide live and remote, ASL interpreting and CART translation services at Contra Costa College, Los Medanos College, Diablo Valley College and two centers located at San Ramon and Brentwood, unless otherwise specified by request.
- It is possible that an interpreter will be asked to travel if the class is to be held outside the campus.
- The services will be provided on an "as-needed" basis throughout the year and will be coordinated by the CCCCD college manager, under the Disability Support Programs and Services Department. Services "as-needed" sometimes occurs with subbing or last minute requests for tutoring, presentations etc.
- Here are the typical hours of service per semester:

LOCATION	ASL	CART
DVC	900 HOURS	760 HOURS
LMC	485 HOURS	1000 HOURS
CCC	as needed	as needed

- The District may qualify more than one firm to provide the interpreting and/or CART services. There is no exclusivity or priority to one firm over another; no first right of refusal, or split live/remote with no preference for either.
- For late cancellations, please provide a flat fee or a maximum charge (hours/); no double billing if interpreters are rescheduled.
- To ensure continuity and consistency of service for students, the agency will make every effort to assign the same interpreter to the same student/class assignment.
- Regarding classes that end early: Classes ending with less than 30 minutes remaining would likely not need to be redirected. However, if there is a writing assignment or a test where two interpreters are no longer needed, one team could be used elsewhere.
- Billing specifications shall include the following: invoice number, invoice date, address for all billing, class date and hours, time billed, billing rate, accounting for any cancelled work for which charges were applied.
- This RFP, the Proposal and the Professional Service Agreement will become the official Service

Agreement. The CCCC CD Contract Language will supersede any other contract language.

- The College reserves the right to cancel or change the term of the service contract with a 15-day written notification. Termination justifications may include but not be limited to the following: Non-performance, funding issues or contract term expiration.

SECTION III

PROPOSAL CONTENT

RATE: Proposers will provide a rate for RID Certified interpreters and NCRA certified CART providers. The District HIGHLY PREFERS certified personnel; however, in the event that the vendor cannot provide a certified interpreter or translator at the time of request, the District reserves the right to negotiate a lower fee. Rates must include all associated costs such as travel time, parking fees, etc. However, the District will provide Parking Permits. Proposers must provide the hourly billable rate for the entire three (3) year term. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

ITEM	QTY	UNIT	DESCRIPTION	PRICE
1.			ASL Price (Per Hour)	
2.			CART Price (Per Hour)	
Pre Time Charges			Provide description of prep time charges, if any.	
Late Cancellations			Provide flat fee or maximum charge:	

QUALIFICATION REQUIREMENTS--ASL: Briefly discuss if your firm can meet or agree to each of the required qualifications listed below. If your firm CANNOT meet the minimum requirements, please indicate that in your proposal. It is not grounds for disqualification, but it will result in loss of points. In your proposal, label this section as ASL REQUIREMENTS and number each requirement in the same order as below.

1. Educational interpreting experience at the post-secondary level. Preferable with AA/AS Degree or higher.
2. Agency will assign only RID Certified interpreters.
3. A flat hourly fee must be charged for the same class when there is a semester-long assignment.
4. A schedule of the regular dates for interpreting services will be provided to the agency in advance.
5. Two-hour minimum will be based on “per day” assignment, not “per class” assignment.
6. To ensure continuity and consistency of service for students, the agency will make every effort to assign the same interpreter to the same student/class assignment.
7. If the student does not show up for a class or the assignment ends early, the assigned interpreter will report to the CCCCD college manager for another possible assignment at that time.
8. The assigned interpreter will report ANY irregularities that occur in the class (or with the student) directly to CCCCD college manager, i.e. announced absence of student or instructor; cancellation of class; habitual tardy by student, etc.

QUALIFICATION REQUIREMENTS--CART: Briefly discuss if your firm can meet or agree to each of the required qualifications listed below. If your firm CANNOT meet the minimum requirements, please indicate that in your proposal. It is not grounds for disqualification, but it will result in loss of points. In your proposal, label this section as CART REQUIREMENTS and number each requirement in the same order as below.

1. Educational CART experience at the post-secondary level, preferable with AA/AS Degree or higher.
2. Agency will assign NCRA certified CART providers.
3. A flat hourly fee must be charged for the same class when there is a semester-long assignment.
4. A schedule of the regular dates for CART services will be provided to the agency in advance.
5. Two-hour minimum will be based on “per day” assignment, not “per class” assignment. It is preferred to have interpreters willing to work multiple hours in a row if possible. If a two-hour minimum is charged, contractor must be available and on campus for entire time.
6. To ensure continuity and consistency of service to students, the agency will make every effort to assign the same CART provider to the same student/class assignment.
7. When the student does not show up for a class or the assignment ends early, the assigned CART provider will report to the CCCCD college manager for another possible assignment at that time.
8. The assigned CART provider will report ANY irregularities that occur in the class (or with the student) directly to CCCCD college manager, i.e. announced absence of student or instructor; cancellation of class; habitual tardy by student, etc.
9. The assigned CART provider will provide a transcript from the class to the student by 5pm the next day via e-mailing the student directly or the CCCCD college manager so she can print it for the student to pick up in the DSPS office.

QUALIFICATION REQUIREMENTS—FIRM: Briefly discuss if your firm can meet or agree to each of the required qualifications listed below. If your firm CANNOT meet the minimum requirements, please indicate that in your proposal. It is not grounds for disqualification, but it will result in loss of points. In your proposal, label this section as FIRM REQUIREMENTS and number each requirement in the same order as below.

1. The District strongly prefers to use an agency that specializes in sign language, not spoken languages.
2. Describe how long your firm has been in business.
3. Provide a list of references of similar scope and type of organization as the District. List the name, contact information, how long your firm has been with this organization.

QUALIFICATION REQUIREMENTS—PERSONNEL: Briefly discuss if your firm can meet or agree to each of the required qualifications listed below. If your firm CANNOT meet the minimum requirements, please indicate that in your proposal. It is not grounds for disqualification, but it will result in loss of points. In your proposal, label this section as PERSONNEL REQUIREMENTS and number each requirement in the same order as below.

1. Provide resumes for key employees to be employed on the proposed services.
2. Provide a list of references for the past 3 years. Provide name of organization, contact information and number of years serving this establishment.
3. Provide NCRA and/or RID certification numbers.

SECTION IV

**4CD-79
SIGNATURE PAGE**

The undersigned hereby proposes and agrees, if awarded the bid, to furnish and deliver the goods or services at the price quoted in accordance with all the terms, and conditions and specifications herewith set forth.

Signature	_____	Firm Name	_____
Type Name	_____	Street Address	_____
Date	_____	City/State/Zip	_____
Telephone	_____	E-Mail	_____
Fax	_____	Website	_____

Contractor acknowledges receipt of Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

“Non-Collusion Affidavit”
 To Be Executed By Contractor
 And Submitted With Proposal

State of California
 County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

(Date)	(Signed at (Place))
Contractor Name (Person, Firm, Corp.)	Authorized Representative
Address	Representative’s Name
City State Zip Code	Representative’s Title